

RENTAL CRITERIA

THE GARCIA GROUP EVALUATION PROCESS

1. Upon receipt of a completed application, the contents of the application are compared to the screening criteria by The Garcia Group and the Applicant is either approved or denied in compliance with all local, state, and federal laws. Applicants are welcome to provide supplemental evidence to mitigate potentially negative screening results.
2. Applicants have 30 days to appeal denied applications, during which time they may correct, refute, or explain negative information forming the basis for the denial. Applicants are also prequalified for any rental opportunities at The Garcia Group's properties for three months following the appeal approval date. All screening fees are waived for three months following the approved appeal, but Applicants under these circumstances will be required to certify in writing that no conditions have materially changed from those described in The Garcia Group's approved application. If conditions have materially changed, The Garcia Group may use those changes as the basis for a denial.

OCCUPANCY POLICY

1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a habitable room that is intended to be used primarily for sleeping purposes, contains at least 70 square feet and is configured so as to take the need for a fire exit into account.)
2. The general rule is two persons are allowed per bedroom. The Garcia Group may adopt a more liberal occupancy standard based on factors such as size and configuration of the unit, size and configuration of the bedrooms, and whether any occupants will be infants.

GENERAL STATEMENTS

1. For properties outside of Portland City Limits, current, positive, government-issued photo identification that allows The Garcia Group to adequately screen will be required.
2. For properties inside of Portland City Limits, any of the following items, or combination thereof, will be accepted to verify the name, date of birth, and photo of the applicant:
 1. Evidence of Social Security Number (SSN Card)
 2. Valid Permanent Resident Card
 3. Immigrant Visa
 4. Individual Taxpayer Identification Number (ITIN)
 5. Non-Immigrant Visa
 6. Any government-issued identification regardless of expiration date
 7. Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity.

3. Each applicant will be required to apply individually and state if they are financially responsible. Inaccurate, incomplete or falsified information will be grounds for denial of the application.
4. Any applicant currently using illegal drugs will be denied. If approved for tenancy and later illegal drug use is confirmed, termination shall result.
5. A household member who self-identifies as Mobility Disabled will be given first priority when applying.
6. A non-financially responsible co-tenant is screened for factors relating to maintenance and conduct, but not screened for financial responsibility.
7. Applicants have the right to a refund of the screening charge paid in conjunction with this application and recover damages as set forth in ORS 90.295(5) and (6)(b).
8. You have a right to request a written summary of your rights under the Federal Fair Credit Reporting Act as well as a complete and accurate disclosure of the nature and scope of the investigation requested. The request should be made to the landlord or credit reporting firm listed on the application.

INCOME CRITERIA

1. Monthly income may be equal to 2.5 times stated rent*, and must be from a verifiable, legal source. If applicant's monthly income is between 2 and 2.5 times the stated rent, applicant will be required to pay an additional security deposit equal to one-half month's rent or provide acceptable co-signers. Income below two times the rent will result in denial.
*If applicant will be using local, state or federal housing assistance as a source of income, "stated rent" as used in this section means that portion of the rent that will be payable by applicant and excludes any portion of the rent that will be paid through the assistance program.
2. Twelve months of verifiable employment will be required if used as a source of income. Less than 12 months verifiable employment will require an additional security deposit or acceptable co-signer.
3. Applicants using self-employment income will be required to submit records to verify their income and/or current 90 days bank statements verifying deposits.

RENTAL HISTORY CRITERIA

1. Twelve months of verifiable contractual rental history from a current unrelated, third party landlord, or home ownership, is required. Less than twelve months verifiable rental history will require an additional security deposit or acceptable co-signer.
2. Three or more notices for nonpayment of rent within one year will result in denial of the application.
3. Three or more dishonored checks within one year will result in denial of the application.

4. Rental history reflecting any past due and unpaid balances to a landlord will result in denial of the application.
5. Rental history including three or more noise disturbances or any other material non-compliance with the rental agreement or rules within the past two years will result in denial.

EVICTION HISTORY CRITERIA

Three years of eviction-free history is required. Eviction actions that were dismissed or resulted in a judgment for the applicant will not be considered.

CREDIT CRITERIA

1. Negative or adverse debt in excess of \$1,000.00 showing on consumer credit report will require additional security deposits or acceptable co-signers.
2. Ten or more unpaid collections (not related to medical expenses) will result in denial of the application.

RENT WELL GRADUATES

If applicant fails to meet any criteria related to credit, evictions and/or rental history, and applicant has received a certificate indicating satisfactory completion of a tenant training program such as "Rent Well," The Garcia Group will consider whether the course content, instructor comments and any other information supplied by applicant is sufficient to demonstrate that applicant will successfully live in the complex in compliance with the Rental Agreement. Based on this information, The Garcia Group may waive strict compliance with the credit, eviction and/or rental history screening criteria for this applicant.

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, The Garcia Group will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided in ORS 90.303(3): drug-related crime; person crime; sex offence; crime involving financial fraud, including identify theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord's agent. The Garcia Group will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under these criminal conviction criteria, and desires to submit additional information to The Garcia Group along with the application so The Garcia Group can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, applicant should do so. Otherwise, applicant may request the review process after denial as set forth below, however, see item (c) under "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

(a) Felonies involving; murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.

(b) Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 7 years.

(c) Misdemeanors involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 5 years.

(d) Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 3 years.

(e) Conviction of any crime that requires lifetime registration as a sex offender, or for which applicant is currently registered as a sex offender, will result in denial.

Criminal Conviction Review Process

The Garcia Group will engage in an individualized assessment of the applicant's, or other proposed occupant's, Convictions if applicant has satisfied all other criteria (the denial was based solely on one or more Convictions) and:

1. Applicant has submitted supporting documentation prior to the public records search; or
2. Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation. Supporting documentation may include:
 1. Letter from parole or probation office;
 2. Letter from caseworker, therapist, counselor, etc.;
 3. Certifications of treatments/rehab programs;
 4. Letter from employer, teacher, etc.;
 5. Certification of trainings completed;
 6. Proof of employment; and
 7. Statement of the applicant.

8. The Garcia Group will:(a)Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. The Garcia Group may request multiple Convictions a part of this process.(b)Notify applicant of the results of The Garcia Group's review within a reasonable time after receipt of all required information.(c)Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant's written request (if made after denial) the unit was committed to another applicant.

FAIR HOUSING LAWS

Landlord has a non-discrimination policy as required by federal, state, or local law and does not discriminate against any application because of the race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status, or source of income of the applicant. Landlord is in total compliance with State and Local Federal Fair Housing Laws.

DENIALS

If your application is denied due to negative or adverse information, it is your right to obtain a copy of the credit report and to dispute any information that you feel is inaccurate or incomplete. If you feel that the information reported to us was in error, you may contact the screening company by mail, by phone, or via fax.

I/We have read and understand this Screening and Selection Policy.

Choosing an Insurance Option

Understand what's covered.
Accidents and damages happen — it's a fact!

As a new resident, you have 2 options to satisfy the insurance requirements of your lease.

Option 1:

Sign up for renters' insurance and provide proof of coverage.

Satisfy your lease requirement of \$100,000 in liability coverage and protect your personal belongings with renter's insurance. Cost varies by provider.

Additional options and information are available in your online portal.

Option 2:

If you choose not to sign up for your own coverage your unit will automatically be added to a liability to landlord insurance policy (LLI)*.

This is an easy way to meet your lease requirement, but keep in mind this coverage does not extend to your personal belongings.

You will be charged a fee at the same time as rent, as outlined in your lease.

*Liability to landlord insurance is not personal liability or renters insurance and does not cover any of your personal belongings or additional living expenses. If you require any of this coverage, you may satisfy the lease requirement by contacting an insurance company of your choice, signing up for a renter's insurance policy, and providing us with proof of coverage. For more information visit your online tenant portal.