

RENTAL CRITERIA FOR RESIDENCY  
(Applicable only if Owner/Agent does not have custom criteria.) 20191209

BY SUBMITTING AN APPLICATION, APPLICANTS INDICATE THEY HAVE READ AND UNDERSTAND THE FOLLOWING:

GENERAL INFORMATION:

1. As a company, Trio Property Management Inc. (Trio) does business in accordance with the Federal Fair Housing Law and welcomes persons of all Race, Color, Religion, Sex, Handicap, Familial status, National Origin or any other applicable protected class.
2. Applications are not pre-screened. Applicants are required to pre-screen themselves with the following criteria and will need to meet the requirements below.
3. Any application with the non-refundable screening fee paid will be accepted for screening and processed. Incomplete applications may be denied.
4. Managed properties are marketed when rent-ready with rent and deposit listed.
5. If the property applied for is rented to a previous applicant your application can be transferred to another property, last in line. Applications are valid for 60 days.
6. Rents and deposits are subject to change prior to the signing of the Rental Agreement pending screening and other factors.
7. Listing information is deemed accurate and reliable but not guaranteed and is subject to change.

WHAT IS THE PROCESS?:

1. All three of the following are required to hold your "spot in line":
  - a. View the property interior and exterior. An applicant or proxy may view the property.
  - b. Submit a completed application online.
  - c. Pay the NON-REFUNDABLE screening fee listed in the marketing material.
2. Multiple party applications will be considered once all applicants of the party have submitted complete applications and paid screening fees.
3. The first full month's rent and deposits are required at move-in. See listing for each property.
4. Applications are typically processed within 2-4 business days pending responses from your employer and landlord. It is strongly recommended you contact them ahead of time so they may reply quickly.
5. The demeanor, behavior, and attitude of applicant(s) during the application process will be considered.
6. As time is of the essence, applicant has 24 hours to submit or complete additional requested items that relate to the application process.
7. Applicant(s) that are approved have 24 hours from the time of notification to complete a Rental Agreement and pay all deposits and first full month's rent.
8. Applicant will be deemed to have refused the property/unit if timely actions required are not taken by applicant.
9. Non-English speaking applicants may provide an interpreter to assist.
10. Applicants are required to abide by any applicable CC&Rs, HOA rules, pay required HOA fees, and pass any screening requirements set forth by the HOA for the property.
11. When co-signers are an option it will be listed in the specific property's marketing material.

PETS:

1. Properties allowing pets will have an additional deposit and additional rent per pet.

2. Review Trio's Pet Criteria, listed on our website, unless indicated otherwise. Pets may be considered based on the strength of application, breed, weight, age, and number of animals.
3. Two recent close-up, color photos (one front and one side) of each animal must be submitted with the application.

#### OCCUPANCY POLICY

1. Occupancy is based on the number of bedrooms in the 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. Owner/agent 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. Current, positive, government-issued photo identification that allows Owner/Agent to adequately screen for criminal and or credit history will be required.
2. Each applicant will be required to qualify individually or as per specific criteria areas.
3. 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. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the premises, or the property of others will be denied tenancy.

#### INCOME CRITERIA

1. Monthly income must be equal to three times stated rent\*, and must be from a verifiable, legal source. If applicant's monthly income is between two and a half and three times stated rent, applicant will be required to pay an additional security deposit. \*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 rent will be payable by the 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. Transfer or relocations must have letter of accepted job offer.
3. Applicants using self-employment income will have their records verified through the state corporation commission, and will be required to submit records to verify their income, which records may include the previous years tax returns.
4. Applicants sharing a previous tenancy for more than one year may combine their income for the income requirement.
5. Any verification fees required by the employer must be paid by applicant.

#### RENTAL HISTORY CRITERIA

1. ALL current and previous contractual rental history from a third party landlord (unbiased/unrelated sources) or home ownership may be verified. Provide all current and previous addresses for sequential residential history for at least the past 3+ years. (note: per FACTA Identity theft regulations, false landlord references will be reported to credit bureaus and local law authorities.)
2. Three or more notices for non-payment of rent within one year will result in denial of the application.
3. Three or more dishonored checks within one year period 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 noncompliance with the rental agreement or rules within the past two years will result in denial.

#### EVICTION HISTORY CRITERIA

Five 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 showing on consumer credit report will require additional security deposit or denial.

2. Three or more unpaid collections (not related to medical expenses) will result in denial of the application.

#### CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Owner/Agent 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 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 residents, the landlord, or the landlord's agent. Owner/Agent 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 Owner/Agent along with the application so Owner/Agent 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 for the health, safety or right of peaceful enjoyment of the premises of the resident, 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

Owner/Agent 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 officer;
2. Letter from caseworker, therapist, counselor, etc.;
3. Certifications of treatment/rehab programs;
4. Letter from employer, teacher, etc.
5. Certification of trainings completed;
6. Proof of employment; and
7. Statement of the applicant.

Owner/Agent 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. Owner/Agent may request additional information and may consider whether there have been multiple Convictions as part of this process.

b. Notify applicant of the results of Owner/Agent'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 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.

#### CONDITION OF MOVE-IN:

1. All units/properties/premises are NON-SMOKING.
2. Upon approval, applicants have 24 hours to either execute a Rental Agreement, including paying marketed rent and deposits, or make a deposit to hold the unit and execute an Agreement to Execute a Rental Agreement with the same required funds. Otherwise the property remains on the market.
3. Each applicant must provide 2 forms of ID, one including a government issued photo ID and signature (e.g. driver's license or military ID) at time of lease/Rental Agreement signing.
4. Renters insurance is required, \$100,000 minimum, at the time of signing unless legal income restrictions apply. Regardless of income restrictions renters insurance is strongly recommended.
5. Trio Property Management Inc. is required to be listed with the tenant's insurance company to

receive notification of insurance policy termination. (Some insurance companies refer to this as "interested third party".)

6. A screening and/or credit company may be used and references may be contacted.

Applicant has a right to request additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act and a written summary of your rights pursuant to 609(c) as well as a right to dispute accuracy of information provided by said companies and a complete and accurate disclosure of the nature and scope of the investigation.

It is the responsibility of the applicant to provide the information required on the application. Trio reserves the right to deny the application if, after making a good faith effort, information is not verifiable, is negative or unacceptable from any source. Incomplete or false information is grounds for rejection of this application. Any information on this application that is found later to be false, is grounds for termination of tenancy.

Trio Property Management Inc. is a fair housing equal opportunity company.