

property name **Bluffs at Evergreen**

RESIDENT SCREENING &amp; SELECTION PROCESS

Thank you for applying to live within our community. \_\_\_\_\_ is an Equal Housing Opportunity provider and seeks to process all applicants in a fair and consistent manner.

**BE ADVISED:**

- **Incomplete, inaccurate or falsified information will be grounds for a decline response regarding your rental application or termination of your tenancy if discovered after the tenancy commences.**
- **Any applicant that is a current illegal drug user, addicted to a controlled substance or has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance shall be declined.**
- **Any individual whose tenancy may constitute a direct threat to the health or safety of an individual, or whose tenancy would result in physical damage to the property of others will be declined.**

**OCCUPANCY POLICY**

- Occupancy is based on the number of bedrooms in an apartment. 2 persons are allowed per bedroom, plus 1 additional occupant. Applicants wishing to appeal this policy may do so in writing to Fair Housing Officer, PO Box 5668, Portland, OR 97228.

**PET POLICY**

- Management must pre-approve all pets before the pets are allowed in any apartment or on the property. There is a maximum of two (2) pre-approved pets per household. An aquarium of 15 gallons or more or a cage will be considered one pet. A deposit of \$ \_\_\_\_\_ per pet will be required before the pet is allowed in any apartment or on the property. Pet rent, where applicable, will be \$ \_\_\_\_\_ per pet per month. Renter's insurance will be required, if you wish to bring a pet to the community, to maintain while pet agreement is in effect. The insurance policy must name **Bluffs at Evergreen** \_\_\_\_\_ as an Interested Party and a Certificate of Insurance is required annually with coverage of at least \$100,000 per occurrence. **Bluffs at Evergreen** \_\_\_\_\_ reserves the right to restrict pets that demonstrate aggressive, threatening, or violent behavior. Breeds that are specifically prohibited are, but are not limited to: Doberman Pinchers, German Shepherds, Pit Bulls, Rottweilers or any similar breeds/mixes.

**APPLICATION PROCESS**

- Select your apartment, complete the LIHTC application (one for each adult), Certification of Tenant Eligibility and Section 42 Certification entirely and pay your non-refundable screening fee of \$ 45.00. Be prepared to wait 5-7 days for your application to be processed—longer if the application is incomplete or if information provided is difficult to verify.
- All verification forms including, but not limited to, Income Verifications, Employment Verifications and Asset Verifications must be completed by qualified third parties before your application can be approved.

**GENERAL REQUIREMENTS**

- Applicants must be at least 18 years of age, or under the age of 18 and married, emancipated or (in Oregon and Utah) under the age of 18 and (a and/or b):
  - a. pregnant and expecting the birth of a child who will live in the primary applicant's physical custody;
  - b. the parent of a child or children living in the physical custody of the person.
- To initiate the application process, two forms of identification will be required. These are: Picture identification plus another form of positive identification. Acceptable forms of picture identification include: A valid, state-issued driver's license, identification card or a passport. Acceptable forms of positive identification (other than picture ID), include: An Individual Tax payer Identification Number (ITIN), valid Social Security number, visa or legal alien documentation. Copies of identification may be required. Information from such identification will be required to appear on the application and will be used to complete the screening process.
- Verifiable income is required, that demonstrates the applicant has income equal to at least one and a half times the rent amount.
- Student Status: Households comprised entirely of full-time students are not eligible for tax credit apartments. There are five exceptions to this rule. They are:
  1. At least one adult in the unit is married, not necessarily to another adult living in the unit, and they have filed a joint federal tax return the previous year.
  2. The household consists of one single parent and at least one child, neither of who is listed as a dependent on another person's (outside of the household) most recent tax return.
  3. A household member is a recipient of Aid to Families with Dependent Children (AFDC) or Temporary Assistance for Needy Families (TANF).
  4. A household member if a participant in a federal, state or local job training program comparable to those funded by the Job Training Partnership Act (JTPA).
  5. The full-time student who is a student who previously received Foster Care assistance under Title IV of the Social Security Act (under parts B or E).

**SCREENING CRITERIA**

**IDENTITY VERIFICATION:** Government issued photo identification will need to be presented by all applicants and co-signers.

**CONSENT TO VERIFY CREDIT AND CRIMINAL BACKGROUND**

All applicants and co-signers must agree to the following by executing a rental application form:

I hereby consent to allow \_\_\_\_\_ through its designated agent and its employees, to obtain and verify my credit information (*including a criminal background search*) for the purpose of determining whether or not to lease an apartment to me. I understand that should I lease an apartment, \_\_\_\_\_ and its agent shall have a continuing right to review my credit information, rental application, and criminal background, payment history and occupancy history for account review purposes and for improving application methods.

### SCORING OF YOUR CONSUMER CREDIT REPORT

\_\_\_\_\_ uses an empirically derived, statistically sound, credit scoring system to evaluate your consumer credit report. Credit scoring is based on real data and statistics, so it treats all applicants objectively. Your consumer credit report contains information about you and your credit experiences, such as your bill-payment history, the number and type of accounts that you have, late payments, collection actions, outstanding debt, and the age of your accounts. Using a statistical program, we compare this information to the credit performance of other applicants with similar profiles which allows us to predict how likely it is that you will pay your rent in a timely manner and fulfill your other lease obligations. If you would like information regarding how to improve your credit score, please let us know, and we will provide you with more detailed information regarding this process. Based upon your credit score, your application will either be accepted, rejected or accepted with conditions—possibly resulting in an elevated security deposit. If your application is rejected or is accepted with conditions, you will be given the name, address and telephone number of the consumer reporting agencies which provided your consumer information to us. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

### 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 criteria, and desires to submit additional information to Owner/Agent along with the application so Owner/Agent 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 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: (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 **MUST** include:

- Proof of employment or other income; and
- a statement from the applicant; as well as one of the following:
  - i) Letter from parole or probation officer; or
  - ii) Letter from caseworker, therapist, counselor; or
  - iii) Certifications of various treatments/rehab programs;

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 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.

### RENTAL SCORE

All applications are submitted to **Screeners**, a third-party rental applicant screening company. **All Applications are evaluated based on a rental scoring system.** Rental scoring is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is score statistically in exactly the same manner.

The rental scoring system will compare you application to **Screeners** database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Management, **Screeners** will recommend one of the following:

- **Accepted.** The applicant with the standard deposits and fees.
- **Accepted with Conditions.** Depending on the community's policy, the applicant may be given the option to pay an additional security deposit or provide a co-signer as outlined below.
- **Denied.** The application will not be accepted. This applicant will be provided with the contact information for the consumer reporting agencies that provided the consumer information if the denial was based on such information.

**CO-SIGNER OPTION**

If **Screeners** recommends "Accepted with Conditions" a co-signer (a person guarantees the applicant's performance) may be considered. In this instance, the original applicant's application will be re-submitted along with the co-signer's application. Applications for co-signers processed through **Screeners** are also scored, but are typically held to a more stringent, pre-established financial screening standard because co-signers must be financially able to make the payments for this residence, as well as their own place of residence.

**EVICCTIONS**

An applicant will be denied if they have an eviction (that was not dismissed or resulted in a general judgment for the applicant prior to the application) within the last **four (4)** years.

**DISABLED ACCESSIBILITY**

\_\_\_\_\_ allows existing premises to be modified at the full and complete expense of the disabled person, if the disabled person agrees to restore the premises at their own expense to the pre-modified condition.

\_\_\_\_\_ requires:

- The applicant to seek the landlord's written approval before making modifications.
- Reasonable assurance (in writing) that the work will be performed in a workmanlike manner.
- Names of qualified contractors that will be used.
- Appropriate building permits and the required licenses must be made available or inspection by the landlord.

**REJECTION POLICY**

You have the right to dispute the accuracy of any information provided to the landlord by a screening service or credit reporting agency. If your application is denied due to unfavorable information received during the screening process you will be notified in writing.

- 1) Contact the community manager where you applied to obtain a copy of your screening and the reason for denial. Your credit report can be provided either by Onsite or the screening company. The screening company that processed your application is **Screeners, Inc.** Their name and the reference number for your file will be printed on the acceptance or denial letter. **Screeners, Inc., 6663 SW Beaverton Hillsdale Hwy, Box 144, Portland, OR 97225-1403.**
- 2) Contact the credit reporting agency to identify who is reporting unfavorable information.
- 3) Correct any incorrect information through the credit reporting agent as per their policy.
- 4) Request the credit reporting agency submit a corrected credit check to the appropriate screening company.
- 5) Upon receipt of the corrected and satisfactory information, your application will be evaluated again for the next available apartment.

If you are a person with a disability and would like to request a waiver of the screening criteria, you may appeal the decision within 14 calendar days by sending a letter to:

Guardian Management, LLC  
 Equal Housing Opportunity Manager  
 P.O. Box 5668  
 Portland, OR 97228-5668

In the letter explain the reasons you believe your application should be approved and request a review of your file. Please indicate in the letter which apartment community you have applied to. Within 5 working days of receipt, your application will be reviewed, and you will be notified of the outcome of the review. Persons with disabilities have the right to request reasonable accommodations to participate in the hearing process.

**PRIVACY POLICY**

We are dedicated to protecting the privacy of your personal information used to determine your eligibility. We have adopted a Privacy Policy to ensure your personal information is kept secure.

\_\_\_\_\_ Applicant's Initials

We are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity through the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin. TDD 1-800-735-2900



property name **Bluffs at Evergreen**

apt. no. \_\_\_\_\_

This agreement is between **Bluffs at Evergreen** and \_\_\_\_\_

Resident(s) Unit # \_\_\_\_\_

This agreement will be in effect for the duration of the Resident's occupancy of the above Tax Credit Housing Development. The resident(s) listed above live in a dwelling operated under Section 42 of the Internal Revenue Code, a Tax Credit Housing program. As required under this program, the above resident(s) hereby agree to follow all regulations under Section 42 of the Internal Revenue Code including, but not limited to the following:

1. To provide the required information on household composition, student status, income and assets for all household members and to authorize release of such information from third party sources. Such information is required:
  - a. Prior to initial move in to determine and certify eligibility.
  - b. Resident is required to report any changes in household members including if all residents become full time students.
  - c. Each resident(s) must recertify annually. The re-certification process is initiated 120 days (90, if RD property) prior to annual certification date to ensure that all documentation may be obtained in a timely manner. Reminder notices are also sent at 90 & 60 days (60 & 30, if RD property) prior to the annual certification. You must respond and provide all documents required to complete the re-certification no less than 45 days prior to the anniversary date of the certification. Failure to cooperate in the re-certification process will result in termination of the lease agreement.

Resident Initial(s) \_\_\_\_\_

2. Resident(s) further understand that if at any time the household is composed solely of full-time students and the household does not meet the provision set forth in IRC Sec 42 (l)(3)(d), the household will no longer be eligible for the Tax Credit Housing Program and will be required to move from the complex.
3. Should it be found that the Household's income exceeded the eligibility income limit at the time of move-in, based on the household size at move-in, that the list of household members on the Tenant Income Certification did not accurately represent the household composition for the initial year of Resident's tenancy, or that Resident has otherwise provided false information in the qualification process, Resident's household may be qualified for tenancy per IRC §42. If Resident's household is shown to have been disqualified based on false or incomplete information provided by member(s) of Resident's household, Resident will comply with Owner/Agent's lawful notice request to vacate the unit and will do so at Resident's own expense.
4. Additional household members may not be added to the lease during the first year (12 months) of residency, if the new member affects eligibility under the LIHTC program. Exceptions may be made in the case of a Reasonable Accommodation Requests.
5. If the building has less than 100% of its units subject to the provisions of IRC Section 42, Resident understands that if his/her annual income rises above 140% of the current year's certification income limit, the household will no longer be eligible for the Tax Credit Housing Program. The unit will either be converted to market rate, or may have its rent limit exchanged with another unit in the Premises of higher set-aside, or with a market-rate unit, if available. This may increase Resident's rent over the limit associated with the unit at move-in, but not over the newly assigned limit or market rate, whichever is applicable.
6. Resident(s) understand that unit inspections may occur for company, bank, bond, and state auditing purposes. Lessor will give proper written notice as State law requires.
7. Each year the government publishes its area median gross income statistics, which are used to determine the maximum allowable rents for tax credit units. Utility allowances are also adjusted throughout the year which may result in changes to the rental rate. Management has no control over the publication dates of these allowances; however, we must implement the changes within required time frames. If the area's medium gross income or utility rates have risen or lowered we will raise rents or lower rents and serve you with a written notice consistent with both Federal and State law.

Resident Initial(s) \_\_\_\_\_

**Other Affordable Programs (HUD, HCD, etc.) and/or management policies:**

8. The resident(s) understand that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this apartment complex, the household will be required to move to the appropriate size unit within 30 days, of unit being available or will be required to move from the complex. If there is no appropriate size unit at the complex, resident(s) will be required to move. HUD units will only be taken to market rent.

**I HAVE READ, UNDERSTAND/AND AGREE TO THE ABOVE PROVISIONS.**

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Community Associate Signature \_\_\_\_\_ Date \_\_\_\_\_