Chiles Apartments
Tenant Selection Plan

Version 8.2025

Thank you for your interest in applying to live at Chiles Apartments

Occupancy Policy

Occupancy is based on the number of bedrooms in an apartment. There will be a minimum of one person per bedroom with a maximum of two persons allowed per bedroom, plus one additional occupant for the household. Applicants wishing to appeal this policy may do so in writing to:

Fair Housing Officer
PO Box 5668
Portland, OR 97228

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.

We are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout 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.

General Requirements

Applicants must be at least 18 years of age, or under the age of 18 and married or emancipated.

To initiate the application process, two forms of identification will be required. Photo identification plus another form of positive identification. Acceptable forms of photo identification include a valid state-issued driver's license, identification card or a passport. Acceptable forms of positive identification (other than photo ID) include an Individual Taxpayer Identification Number, 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 that demonstrates the household's monthly income is equal to at least two [2] times the monthly rent amount is required. This includes – but not limited to – wages and rental assistance (non-governmental only).

Applicants are charged a screening fee equal to the amount the project is charged.

Project Specific Requirements

Chiles Apartments consists of 27 income-restricted units. A family's combined income cannot be greater than 60% of the area median income for Multnomah County to be considered eligible for occupancy.

Rental History & Credit Requirements

Home ownership will be verified through the county tax assessor's office. Mortgage payments must be current to reflect positive rental history. Home ownership negotiated through a land sales contract must be verified through the contract holder.

Eviction history or landlord tenant court records in the last 4 years will result in a denial.

- If an applicant is or is perceived to be or has been or has been perceived to be, a victim of domestic violence, dating violence, stalking, sexual assault, or has a prior eviction on his/her record due to being the victim of domestic violence is not an appropriate basis for denial of tenancy. Landlord may request that an individual certify that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. The individual shall provide a copy of such certification within 14 days after an owner, Community Manager, public housing agency, or assisted housing provider requests such certification. An individual may satisfy the certification requirement by providing the requesting owner, Community Manager, public housing agency, or assisted housing provider with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a member of the clergy, a medical professional, or any other professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse.
- All information provided to an owner, Community Manager, public housing agency, or assisted housing provider, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in the strictest confidence by such owner, Community Manager, public housing agency, or assisted housing provider, and shall neither be entered into any shared database, nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or otherwise required by applicable law.

A credit report will be obtained. When evaluating your credit report the following will be considered:

- Bill payment history
- Number and type of accounts that you have
- Late payments
- Collection actions
- Outstanding debt
- Age of your accounts

The rental scoring system will compare your 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**
- **Denied** - the application will not be accepted. This applicant will be provided with the contact information for the consumer reporting agencies that provide the consumer information if the denial was based on such information.

Criminal Conviction Criteria

Upon receipt of the Rental Application, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: a conviction; a guilty plea; or no contest plea) or pending charges that have not yet been adjudicated for any of the following crimes as provided: 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 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, pending charges, or expunged records or any other type of conviction or adjudication not permissible to consider under local, state, or federal law.

If applicant, or any proposed occupant, has a conviction or pending charges that have not yet been adjudicated 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, applicants 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 lifetime screening is conducted, and any single conviction or any pending criminal charges that have not yet been adjudicated for any of the following:

- Felonies involving murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.
- 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 10 years.
- 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 there are two misdemeanors in which dates of disposition have occurred in the last 5 years.
- 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 two misdemeanors in which disposition dates have occurred in the last 5 years.
- 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 applicants, 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:
    a. Statement from the applicant.
    b. Statement from one of the following:
        i. Letter from parole or probation officer; or
        ii. Letter from caseworker, therapist, counselor, or support providing like services; or
        iii. Certifications of various treatments/rehab programs

Owner/Agent will:

- 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.
- Notify applicant of the results of Owner/Agent's review within a reasonable time after receipt of all required information.
- 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.

Violence Against Women Act (VAWA) Protections

- *An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.*
- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
- Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.

- Assistance may be terminated, or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
- The provisions protecting victims of domestic violence, dating violence, sexual assault or stalking engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
- The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to Chiles Apartments if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.
- *The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence, or stalking*.

Disabled Accessibility

- Guardian Management LLC complies with section 504 of the Rehabilitation Act, the Fair Housing Act, and Title VI of the Civil Rights Act of 1964 and will not discriminate in any program or activity receiving federal financial assistance from HUD.
- Guardian Management LLC is committed to making the apartment community readily accessible to and usable by individuals with handicaps. Guardian Management LLC will consider any request by or on behalf of a disabled resident or applicant for: a) a reasonable accommodation relating to a change in its rules and/or policies; or b) a reasonable modification relating to alterations of the common areas or an individual unit. Any such request should be made in writing to the Portfolio Manager/Section 504 Coordinator located at Guardian Management LLC, PO Box 5668, Portland, OR 97228-5668. If it is not possible to make the request in writing, Guardian Management LLC will assist the person making the request by providing the necessary information.
- In most instances, Guardian Management LLC will allow a disabled person to have an assistance animal which is related to and necessary for the disabled person to enjoy the benefits of the housing, and lawful and reasonable to have in a multifamily housing setting A particular assistance animal may be rejected if:
    - the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
    - the animal would cause substantial physical damage to the property of others;
    - the presence of the animal would pose an undue financial and administrative burden to the apartment community owner or Guardian Management LLC; or

- the presence of the assistance animal would fundamentally alter the nature of the services provided by the apartment community owner or Guardian Management LLC. No fees or additional security deposit will be imposed as a condition of allowing an assistance animal.
- If a reasonable accommodation or reasonable modification request is granted, the cost to perform the modification will be paid by the resident. If the project receives Federal assistance through HOME, the approved modification may be paid for out of project funds unless it creates an undue administrative or financial burden.

Section 504 of the Rehabilitation Act of 1973, The Fair Housing Act Amendments of 1988, **Title VI of the Civil Rights act of 1964**, and HUD Notice 16-137

- Guardian Management LLC complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination based on disability in any program or activity receiving federal financial assistance from HUD.
- Guardian Management LLC complies with The Fair Housing Act which prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status. It applies to housing, regardless of the presence of federal financial assistance.
- Guardian Management LLC complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color or national origin in any program or activity receiving federal financial assistance from HUD.
- Guardian Management LLC complies with HUD Notice 16-137, The Final Rule – Providing Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity to ensure that housing is open to all eligible individuals and families regardless of actual or perceived sexual orientation, gender identity or marital status.
- Guardian Management LLC complies with all other federal, state, or local law related to Fair Housing.

Pet Policy

☒ **If checked, property has a no pet policy.**

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. You have the right to respond to the owner/agent in writing or request a meeting within 14 days to dispute the rejection.

1. Contact the screening company in the adverse action letter provided with your screening results.
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 verbal request to dispute the denial and/or 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 or requesting a meeting. In Portland, applicants will have 30 days to submit an appeal.

Guardian Management LLC
Equal Housing Opportunity Manager,
P.O. Box 5668, Portland, OR 97228-5668
503-802-3600

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.

Security Deposit

Security Deposits provide us with some financial protection when a tenant moves out of the unit and fails to fulfill his/her obligations under the lease.

Security Deposits Collected from Tenant

It is a requirement that we collect the security deposit at the time of move in. The security deposit collected will be an amount up to one month's net program allowable rent. See Also Rental History and Requirement Section.

Accepted with Conditions

Depending on the community's policy, the applicant may be given the option to pay an additional move in deposit equal to one month's rent if screening is returned approved with conditions.

Security Deposits for Tenants Transferring to another Unit

When a tenant transfers to a new unit, we will transfer the security deposit to the new unit. Any damages as a result of the move will be billed to the resident. Residents will have 30 days to pay.

For any transfers dependent on the LIHTC 86098b election per property, a new qualification certification may need to be processed to determine eligibility for the transfer.