

## **APPLICATION PROCESS**

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- We offer an Application form to everyone.
- We review completed Applications in the order in which we receive them.
- We may require up to 3 business days to verify information on an Application.

## **NONDISCRIMINATION POLICY**



- We do business in accordance with Fair Housing Law.
- We do not discriminate among Applicants based on membership in a protected class including, race, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital status, familial status, source of income, or any other protected class as defined in any federal, state or local law.

## **APPLICATION SCREENING GUIDELINES**

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### **Complete Application**

- Each Applicant over the age of 18 must submit an individual Application.
- Applications must be signed and dated. We will not review incomplete Applications.
- Applicants must show two pieces of identification reasonably calculated to confirm identity. One must include a photograph.
- We will accept the first qualified Applicant(s).

### **Prior Rental History**

- Favorable rental history of 1 years must be verifiable from unbiased and unrelated sources.
- No evictions within the past five years. We do not consider evictions which took place five years or more ago, nor do we consider evictions which resulted in a dismissal or a general judgment for the Applicant. We also do not consider eviction judgments that were rendered during the COVID-19 Protected Period (April 1, 2020 - February 28, 2022).
- Applicants must provide the information necessary to contact past Landlords.

### **Income/Resources**

- Household income shall be at least 2.5 times the Rent (excluding utilities).
- Income must be verifiable through pay stubs or employer contact; award letters for Social Security, alimony, child support, public assistance, utility or housing assistance; current tax records; or bank statements.

### **Credit History**

- We may require you to submit a copy of your credit report obtained within the past 30 days.
- Negative credit reports may result in denial of Application. Negative reports include, but are not limited to: late payments, collections, judgments, total debt load, and pending bankruptcy excepting nonpayment balances that accrued during the COVID-19 Protected Period (April 1, 2020 – February 28, 2022).

### **Criminal History**

- Criminal convictions or pending charges which may result in an Application denial include, but are not limited to: drug-related crimes, person crimes, sex offenses, any crimes involving financial fraud (including identity theft or forgery), or any other crime that would adversely impact the health, safety or right of peaceful enjoyment of the premises by the Residents or Owner/Agent but not including pending charges or crimes that are no longer illegal in the state of Oregon, or charges that are pending but for which the Applicant is presently participating in a diversion, conditional discharge or deferral of judgment program on the charges.
- Criminal history will be evaluated on a case-by-case basis, taking into consideration the nature and severity of the incidents that would lead to denial, the number and type of incidents, the time that has elapsed since the date the incidents occurred, and the age of the individual at the time the incidents occurred.
- Applicants are encouraged to provide Supplemental Information to explain, justify or negate the relevance of potentially negative screening outcomes.

### **Explanations/Exceptions**

- All Applicants may submit a written explanation with their Application if there are extenuating circumstances which require additional consideration.
- If, after making a good faith effort, we are unable to verify information on your Application, or if you fail to pass any of the screening criteria, the application process will be terminated.
- Exceptions may be made for Applicants with increased Deposits or qualified Co-Signers at the sole discretion of the Owner/Agent.

**FALSIFICATION OR MISREPRESENTATION OF ANY PART OF THE APPLICATION  
WILL BE GROUNDS FOR DENIAL.**



## OWNER/AGENT TO ADD THE FOLLOWING UPON RECEIPT OF COMPLETED APPLICATION

Owner/Agent: Legend Properties

Contact Info: 503 559-4889

Property Address: 6517 Jacobe St NE Unit: \_\_\_\_\_

City: Keizer, OREGON Zip: 97303

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_  A.M.  P.M.

1 # of Rental Units available (of the type and in the area) that will be available for rent in the near future by this Owner/Agent.

\_\_\_\_\_ # of Applications previously accepted and remaining under consideration for those Rental Units.

*(If left blank, at least one unit is available and no previously accepted Applications that are currently under consideration have been accepted.)*

Examined picture identification?  Yes  No Copy attached/on-file?  Yes  No Expires: \_\_\_\_\_

Type of identification: \_\_\_\_\_ Issued by/State: \_\_\_\_\_ ID# \_\_\_\_\_

### RENT, DEPOSIT, AND FEES DISCLOSURE *(Amounts listed below may be subject to change before the Rental Agreement is executed)*

Monthly Rent: \$ 1,950.00 Security Deposit: \$ 2,000 Other Deposit: \$ \_\_\_\_\_

DEPOSITS MAY INCREASE FOR PETS, SPECIAL ALLOWANCES, OR IF THE APPLICANT IS UNABLE TO MEET ONE OR MORE OF OWNER/AGENT'S SCREENING CRITERIA.

**If checked, Renter's Insurance is required.**

- Tenant(s) is required to maintain minimum of \$100,000 liability coverage and list Owner/Agent as Interested Party.
- If Tenant(s) combined household income falls at or below 50% of the median for the area, Renter's Insurance may not be required.
- Owner/Agent is also responsible to maintain their own Property Insurance policy and may not "self insure" if Renter's Insurance is to be required.
- Owner/Agent must provide proof of Property Insurance to Tenant(s) upon request.

**If checked, Owner/Agent is requiring payment of an Applicant Screening Charge in the amount of \$ 44.00**

- The entire Applicant Screening Charge is non-refundable unless the Owner/Agent does not screen the Applicant.
- If Owner/Agent is assessing an Applicant Screening Charge in accordance with **ORS 90.295**, promptly after each screening conducted by a tenant screening company or consumer credit reporting agency, Owner/Agent shall provide the Applicant with confirmation of the screening, including a copy of a receipt from the company or agency. If, prior to conducting or ordering any screening an Applicant withdraws their application in writing, Owner/Agent must refund the screening charge within 30 days. If Owner/Agent fails to comply with these requirements, the applicant may recover twice the amount of the screening charge paid plus \$250.00.

**Owner/Agent may also charge the following upon the execution of a Rental Agreement:**

- Late Payment of Rent Charge of \$ 100.00.
- Smoke alarm and carbon monoxide alarm Tampering Fee of \$250.00.
- Dishonored Check Fee of \$35 plus amount charged by bank.
- Early Termination of Lease Fee not to exceed 1-1/2 times the monthly Rent, or Actual Damages at the option of Owner/Agent.
- Noncompliance Fees in accordance with **ORS 90.302**.
- Any charges imposed upon Owner/Agent by a Homeowner's or Condominium Association for anyone who moves into or out of a unit within the association, may be passed through to the Tenant(s) for payment as allowed by law.  
The current Homeowner's or Condominium Association Fee for the Rental Unit listed above (if any) is \$ \_\_\_\_\_ per \_\_\_\_\_.
- If the mail receptacle associated with the Dwelling Unit is a locking type, Tenant(s) are solely responsible for any Fees charged by the Postmaster for the re-keying of the mail box should a key not be provided by the Owner/Agent, or if the mail box has not been re-keyed between tenancies.

### APPROVAL/ACCEPTANCE PROCESS

Please be advised of the following process and timelines for move-in:

- All Applicants must sign and return the Deposit-to-Hold Agreement. If Applicant is out of the area, signature must be notarized and original sent to Owner/Agent promptly. Failure to sign the Deposit-to-Hold or mail notarized forms within two business days may result in denial of tenancy.
- Upon receipt of Application, Owner/Agent will notify each Applicant in writing of the determination within two weeks of completing the evaluation. If Application is denied, Applicant will receive an explanation of the reasons and a further explanation of why any Supplemental Evidence provided did not adequately compensate for the factors leading to the denial.
- If an Application or a group of Applications is/are approved, Applicant(s) will have 2 business days to either execute a Rental Agreement, pay all moneys due, and take possession of the unit if the unit is rent-ready. If the unit is not rent-ready, Applicant must submit the Security Deposit in full within the above-referenced time frame, and sign a Deposit-to-Hold Agreement in order to secure their right to rent the unit. Failure to follow through within the time frame indicated will be deemed a refusal of the unit, and Applicant(s) will lose their place in line.
- Rent begins the day after the Owner/Agent receives the Deposit-to-Hold or the day the unit is move-in ready, whichever comes last.
- Upon notification of Move-in Date, Tenant must transfer all applicable utilities as outlined below to begin on that date. Failure to set up utilities by the scheduled Move-in Date (regardless of whether or not the Tenant(s) takes occupancy on that date) may result in denial of occupancy until such time as utilities are transferred and any amounts owing are paid.
- If the Rental Agreement is secured by a Co-Signer, all finalized, original Co-Signer documents must be presented at time of move in, or transfer of possession will not occur until they are delivered, but Rent will accrue from the original Move-in Date.
- Rent accrues from the date the property is ready or the Date of Approval, whichever comes last, regardless of when Applicant/Tenant moves into the Dwelling Unit.
- Applications are valid for 60 days from the date of submission for any properties owned or managed by Owner/Agent.





**INFORMATION REQUESTED BY:**

Owner/Agent/Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ P.O. Box # \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

**INFORMATION REQUESTED FOR:**

Applicant Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Email Address: \_\_\_\_\_ Mobile Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**INFORMATION RELEASE AUTHORIZATION**

I certify the above information is correct and complete and hereby authorize the Owner/Agent to make any inquiries the Owner/Agent feels necessary to evaluate my tenancy and credit standing (including, but not limited to credit reports). If Owner/Agent is requiring payment of an Applicant Screening Charge, I acknowledge receiving a copy of and/or reading Owner/Agent's Application Screening Guidelines.

I understand that I have the right to dispute the accuracy of any information provided to the Owner/Agent by a screening service, credit reporting agency, financial institution, previous employer, personal reference nor other third party information resource.

Applicant Printed Name: \_\_\_\_\_

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Employer questionnaire included

Rental history questionnaire included

**INFORMATION PROVIDED BY:**

Company (if applicable): \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

