TOP AGENTS
REAL ESTATE COMPANY
SALES & PROPERTY MANAGEMENT

APPLICANT SCREENING CRITERIA & POLICIES

Equal Housing Opportunity

We comply with all federal, state, and local fair housing laws. All applicants are screened using the same objective criteria, applied consistently to every application.

Application Fees

Each adult applicant is charged a $55 application and screening fee, subject to Oregon law. This fee covers the cost of third-party screening. Management does not add a markup or separate application-processing charge.

The screening process includes credit reports, criminal background checks, eviction history, verification of employment and income, and contact with previous landlords or other references.

Screening fees are generally nonrefundable once screening has been conducted or ordered. Refunds will be issued as required by ORS 90.295, including when:

- The available rental unit is filled before the applicant is screened; or
- The applicant withdraws the application in writing before screening has been conducted or ordered.

Required refunds will be issued within 30 days. Applicants will not be charged more than one screening fee within a 60-day period for properties managed by Top Agents Real Estate Company.

Applicant Requirements

All prospective tenants age 18 or older must submit a separate rental application and pay the applicable screening fee. Temporary occupants are subject to separate requirements under ORS 90.275 and are not required to undergo income or credit screening.

Applications are generally processed within 3–5 business days after all required information and documentation have been received. Applications must be complete before a final determination can be made. Missing information or documentation may delay processing or result in denial if the applicant fails to provide the required materials.

Applications are evaluated using our published screening criteria and consistent application procedures. Approval is subject to verification of qualifications, property availability, and completion of applicable rental requirements.

Submitting an application does not guarantee approval or reserve the property.

Income Criteria

Combined household gross monthly income must be at least three (3) times the monthly rent. The household's debt-to-income ratio, including rent, must not exceed 40%.

Income must be verifiable through applicable documentation, including:

- The three most recent pay stubs, uploaded at the time of application.
- Employer verification.
- For self-employment income, a year-to-date profit and loss statement or the last six months of business or personal bank statements supporting a running balance of at least three times the monthly rent.
- Benefit award letters, where applicable and needed to qualify.
- An offer letter from a future employer, where applicable.

All income documentation must be submitted at the time of application. Failure to provide documentation may result in denial.

Credit Criteria

Each applicant's credit history will be reviewed. A minimum credit score of 600 is generally required. Scores below this threshold may result in denial.

Unpaid housing-related debt, collections, or patterns of nonpayment may also be grounds for denial.

Criminal History

Criminal history is reviewed in accordance with ORS 90.303, ORS 90.304, and applicable fair housing laws.

Only criminal convictions and qualifying pending charges permitted under Oregon law will be considered. Arrests that did not result in a conviction or qualifying pending charge will not be considered.

Criminal conduct that may be considered includes:

- Drug-related crimes, excluding convictions based solely on the use or possession of marijuana.
- Crimes against persons.
- Sex offenses.
- Crimes involving financial fraud, including identity theft and forgery.
- Other crimes involving conduct that could adversely affect the property of the landlord or another tenant, or the health, safety, or peaceful enjoyment of the premises by residents, the landlord, or the landlord's agent.

Individualized Assessment

Before denying an application based on criminal history, management will provide the applicant an opportunity to submit supplemental information explaining, justifying, or addressing the relevance of the criminal history.

Management will conduct an individualized assessment considering:

- The nature and severity of the offense.
- The number and types of incidents.
- The time that has passed since the incidents occurred.
- The applicant's age at the time of the incidents.
- Any supplemental information provided by the applicant.

Criminal history does not automatically result in denial. Applications are evaluated individually, and any denial will be based on legally permissible considerations and the results of the individualized assessment.

Applicants denied based on criminal history will receive written notification in accordance with ORS 90.304.

Rental History

Applicants must provide verifiable rental references, or personal references if they have no rental history within the past five years.

Rental references must be from unbiased third parties. Family members and friends do not qualify as rental references.

Gaps in rental history exceeding 90 days may require additional documentation. Prior homeownership with a mortgage in good standing may satisfy the rental reference requirement.

Negative landlord references, unpaid housing-related balances, and qualifying eviction history may be grounds for denial, subject to applicable Oregon law.

Eviction History and Rental Debt

In accordance with ORS 90.303, management will not consider:

- Eviction actions dismissed or resulting in a judgment for the applicant before application.
- Eviction judgments against the applicant entered five or more years before application.
- Eviction judgments based on claims arising on or after April 1, 2020, and before March 1, 2022, regardless of the judgment date.
- Unpaid rent accrued during that same period, including amounts reflected in judgments or collection accounts.

All rental history will be evaluated consistently and in accordance with applicable law.

Identification

All applicants must provide sufficient identification to verify their identity as part of the application and screening process.

In accordance with ORS 90.306, acceptable identification may include:

- A passport, driver's license, or other government-issued identification, regardless of expiration date.
- A Social Security card or evidence of a Social Security number.
- An Individual Taxpayer Identification Number (ITIN) card.
- A certified birth certificate.
- A permanent resident card or visa.
- Other identification, or a combination of documents, that reasonably establishes the applicant's identity.

Applicants are not required to provide a Social Security number or ITIN if their identity can be verified through other acceptable documentation.

Management will not inquire about immigration or citizenship status or discriminate based on actual or perceived immigration or citizenship status, except as otherwise required by an applicable federal housing program.

Occupancy

Our general occupancy guideline is two (2) persons per bedroom, in accordance with ORS 90.262.

Occupancy limits are evaluated on a case-by-case basis, considering bedroom size and configuration, the overall size of the dwelling, applicable health and safety requirements, and fair housing laws. Additional occupants may be permitted when appropriate under these considerations.

Co-Signers

Co-signers may be considered. Each co-signer must complete a separate application, meet the same criminal, credit, and income requirements as an applicant, and sign our Co-Signer Agreement.

Roommate Arrangements

All prospective roommates who will be parties to the Rental Agreement must complete the application and screening process and receive management approval. Approved tenants are jointly and severally responsible for rent and all other obligations under the Rental Agreement.

If a roommate wishes to move out while another remains, the departing tenant must notify management in writing. The remaining tenant or tenants must either:

- Independently qualify by demonstrating combined gross monthly income of at least three (3) times the monthly rent; or
- Have a replacement roommate apply and receive approval.

Any change to the tenants named in the Rental Agreement requires management's written approval and execution of the appropriate agreement or amendment.

Security deposits are not partially refunded when an individual roommate moves out. The deposit remains with the tenancy until the Rental Agreement terminates and possession is returned, at which time it will be accounted for in accordance with Oregon law. Any reimbursement between roommates is their responsibility.

Application Denials

An application may be denied when the applicant does not meet the published screening criteria, subject to applicable law.

Additional grounds for denial may include:

- Aggressive, disruptive, or abusive behavior toward staff, occupants, or property, provided the decision is based on documented conduct and complies with applicable fair housing laws.
- Material misrepresentation or omission of information relevant to the screening criteria. If discovered after occupancy, management may pursue remedies available under Oregon law.

Applicants denied based on screening or admission criteria will receive written notification stating the reason or reasons for denial within 14 days, as required by ORS 90.304.

When applicable, the notice will identify the screening company or credit reporting agency whose report was relied upon, address supplemental information considered, and provide information regarding any available appeal rights.

Applicants may dispute inaccurate information with the applicable screening company or credit reporting agency.

Final Approval

Final approval is contingent upon completion of the following:

- Verification of income, employment, rental history, and applicable references.
- Execution of the Rental Agreement by all required parties, generally within 24 hours of receipt.
- Payment of the required security deposit, generally within 24 hours of approval, subject to applicable law and any written arrangements approved by management.

Failure to complete these requirements within the specified timeframes may result in withdrawal of the offer of tenancy, subject to applicable law.

Pets

Pet policies vary by property.

Where pets are allowed, they must be spayed or neutered, insured, and current on vaccinations and licensing as required by the county where the property is located. Required documentation must be submitted with the application.

Additional deposits and/or pet rent may apply.

Service dogs and other assistance animals are permitted in accordance with fair housing laws and are not subject to pet fees or deposits.

Deposits

A security deposit is required. Refer to the specific property for deposit details.

Renters Insurance

In accordance with ORS 90.222, tenants who are not exempt must obtain and maintain renters liability insurance throughout their tenancy.

Coverage and Documentation

Liability coverage: A minimum of $100,000 per occurrence is required.

Interested party: Top Agents Real Estate Company must be listed as an Interested Party so management may receive notification of cancellation, non-renewal, reduction in coverage, or removal as an Interested Party.

Proof of coverage: Tenants must provide proof of insurance before move-in and upon each policy renewal.

Continuous coverage: Required coverage must remain in effect throughout the tenancy.

Personal property coverage: Coverage for personal belongings is not required, although it is strongly recommended for the tenant's protection.

Failure to obtain or maintain required coverage may result in enforcement action, including termination of tenancy, in accordance with Oregon law.

Exemptions

Under ORS 90.222, renters liability insurance cannot be required when:

- Household income is equal to or less than 50% of the area median income, adjusted for household size as provided by law.
- The rental dwelling is subsidized with qualifying public funds, as defined by ORS 90.222(9). Tenant-based rental assistance, including Section 8 Housing Choice Vouchers, does not automatically qualify the dwelling for this exemption.

Tenants who believe they qualify for an exemption should contact management for review.

Landlord Insurance

As required by ORS 90.222, the landlord must maintain comparable liability insurance and provide documentation of that coverage upon the tenant's request.

Rental Terms

Rental agreements are month-to-month, with the goal of establishing a long-term tenancy while the terms of the Rental Agreement are followed.

Depending on the property, the landlord may be willing to consider different rental terms.