



# Application Screening Criteria

**Disclaimer:** Krishna Realty will only process complete applications. This means if there are multiple applicants applying to live at one property ie. roommates, spouses , etc. all applicants must have Photo ID attached to their application, Income proof (please see below our income requirements for approved forms of income, and SSN if applicable. If you are pending receiving your SSN please notify the leasing agent you are working with. If any of these are missing from the application it is considered incomplete. Krishna Realty requires all applicants to do an in person or video tour of the property prior to applying to the property. **Application fees are non-refundable once your application is processed. Please read through and fully understand our rental Criteria before you begin the rental application.**

**A Complete Application for each applicant is required before the application(s) are processed. An application is considered complete when:**

- All adults aged 18+ have applied & paid the application fee
- Each applicant has provided one or more of any of the following proof of identification: 1) Evidence of a Social Security Number, 2) Valid Permanent Resident Alien Registration Receipt Card, 3) Immigration Visa, 4) Individual Tax Payer Identification Number (ITIN), 5) Non-Immigrant Visa, 6) Any Government-issued identification regardless of expiration date; or any non government identification or combination of identifications that would permit a reasonable verification of identity.
- Income Verification (please see below income verification we accept)
- A completed Pet Screening profile for all applicants that do or do not own a pet; please see below for details in the pets/animals section. **If you do not have a pet, or have a Service animal, or ESA animal you will not be charged to set up your pet screening profile, but a profile still needs to be filled out.** Krishna Realty's URL for Pet Screening: <https://toptechrealty.petscreening.com/>

Applicants are required to make 3X the monthly stated rent. (If the property is located in Multnomah county we require 2.5X the monthly stated rent. Below is the income verification we accept:

- 30 Days of most recent pay stubs
- Job Offer Letter from HR department or a Manager with requirements of start date and wages. (1099 employees are not eligible to provide offer letters for income proof)
- Annual (1040 form) and/or quarterly Tax Documents (recommended for 1099 employees, business owners)
- Krishna Realty does not accept the following forms listed below as income verification to meet the screening criteria income portion: A few examples are: financial aid vouchers unless specified for housing use, screenshots/photos of checks or bank statements, child support allowance documents, etc.
- Landlord contact information for the last 3 years, minimum 12 months required. If you have owned a home in the last 12 months please fill in if you were a homeowner under the landlord information section of the application.
- Applicants must move in or begin paying rent within 7 days of approval unless negotiated otherwise with your leasing agent.

Applications will be processed upon submission for all areas except the City of Portland, OR. For properties that are located within the City of Portland, applications will begin to process no sooner than 72 hours after the home has been first posted for rent.

**Each complete application will be processed and is non-refundable.**

**(Below is more information pertaining to Rights to Request Modification or Accommodation per Portland City Code Title 30.01.086.C.3.B)**

## **Screening Criteria Description**

All applicants 18 years old or over are screened on a first come, first complete basis. We screen for the following:

1. Credit History (credit screen may be denied if any applicant applying has accounts in collections, has had past bankruptcy, or a credit score under 600.)
2. Verified Income at 3 times the monthly rent. If you are applying for a property in Multnomah County we require 2.5 times the monthly rent, for all financially responsible applicants
3. Criminal History
4. Landlord Rental References for 3 years, A minimum of 12 months required.(Rental Verification can be denied based on nonpayment of rent, late payments, and/or behavior

violations that resulted in lease violations i.e HOA violations, noise complaints, parking violations, pet violations, etc.

## **Common Reasons to be Declined**

Evictions, unpaid balances due to landlords, credit score beneath 590, or accounts in collections, insufficient income, unsatisfactory verification of your previous landlord references that include but are not limited to lease violations, noise complaints, HOA violations, etc, and criminal background. Negative credit accounts or high amounts in collections, eviction history, bad rental history, numerous late payments in credit history, bankruptcies, a credit score under 600, or recent drug/violence related felonies are not likely to be approved. Verified untruthful information on your rental application is cause for automatic denial.

## **Security Deposits**

All applicants 18 or over are screened using our standard screening criteria. Security deposits are generally an amount equal to one month's rent but may increase to an amount equal to two month's rent, based on combined application results and location of property. Upon approval to rent the property Krishna Realty collects the security deposit within 24 hours after the lease agreement has been signed. Your first month's rent is due on the lease start date regardless of the day that you take possession of the home.

It is the tenant's responsibility to put the utilities into their name for which they are responsible before their move in date. Further instructions will be provided for you once you are approved for the property.

Krishna Realty requires a Copy of your renter's insurance policy at the time of signing your Reservation Agreement (per ORS 90.222)

## **Renter's Notice of Rights – Security Deposits Portland City Code 30.01.087 Security Deposits; Pre-paid Rent.**

(Added by Ordinance No. 189581; amended by Ordinance No. 189715, effective March 1, 2020.) In addition to the protections set forth in the Oregon Residential Landlord and Tenant Act ("Act") and in Sections 30.01.085 and 30.01.086, the following additional Tenant protections regarding Security Deposits apply to Rental Agreements for a Dwelling Unit covered by the Act. For purposes of this Section, unless otherwise defined in this Section or elsewhere in Chapter 30, capitalized terms have the meaning set forth in the Act.

**A. Amount of Security Deposit. 1.** If a Landlord requires, as a condition of tenancy, a Security Deposit that includes last month's Rent, a Landlord may not collect as an additional part of the

Security Deposit more than an amount equal to one-half of one month's Rent. **2.** If a Landlord does not require last month's Rent, a Landlord may not collect more than an amount equal to one month's Rent as a Security Deposit. **3.** If a Landlord conditionally approves an application subject to an Applicant's demonstration of financial capacity or to offset risk factors identified by the Applicant screening for tenancy as described in Section 30.01.086, the Landlord may require payment of an amount equal to one-half of one month's Rent as a Security Deposit in addition to the other amounts authorized in this subsection. The Landlord must allow a Tenant to pay any such additional Security Deposit in installments over a period of up to 3 months in installment amounts reasonably requested by the Tenant.

**B. Bank Deposit of Tenant Funds.** **1.** Within 2 weeks following receipt of a Tenant's funds paid as a Security Deposit or for last-month's Rent, a Landlord shall deposit all of such funds into a secure bank account segregated from the Landlord's personal and business operating accounts. If the account is an interest-bearing account, all interest shall accrue proportionately to the benefit of the Tenant and shall be returned to the Tenant with the unused security deposit in accordance with Subsection B.2. below. If the account bears interest, the Landlord is required to pay such interest in full, minus an optional 5 percent deduction for administrative costs, to the Tenant unless it is used to cover any claims for damage. For interest-bearing accounts, the Landlord must provide a receipt of the account and any interest earned at the Tenant's request, no more than once per year. The Rental Agreement must reflect the name and address of the financial institution at which the Security Deposit is deposited and whether the Security Deposit is held in an interest-bearing account. **2.** In accordance with ORS 90.300, a Landlord shall provide a Tenant with a written accounting of the application of any Security Deposit funds to costs of repair or replacement within 30 days following the Landlord's use of these funds and shall refund unapplied sums to the Tenant not later than 31 days following termination of the tenancy.

**C. Amounts Withheld for Repair** **1.** A Landlord may only apply Security Deposit funds for the repair and replacement of those fixtures, appliances, equipment or personal property that are identified in the Rental Agreement and to which a depreciated value is attached in accordance with the depreciation schedule published on the Portland Housing Bureau website. A Landlord may provide documentation reasonably acceptable to a Tenant demonstrating why a different calculation is justified for a particular item. **2.** A Landlord may apply Security Deposit amounts only to actual costs reasonably incurred to repair the premises to their condition existing at the commencement of the Rental Agreement ("Commencement Date"); provided however, that a Landlord may not apply any portion of the Security Deposit to costs incurred for routine maintenance; for ordinary wear and tear; for replacement of fixtures, appliances, equipment, or personal property that failed or sustained damage due to causes other than the Tenant's acts or omissions; or for any cost that is reimbursed by a Landlord's property or comprehensive general liability insurance or by a warranty. **3.** Any Landlord-provided fixtures, appliances, equipment, or personal property, the condition of which a Landlord plans to be covered by the Tenant Security

Deposit, shall be itemized by description and full replacement cost and incorporated into the Rental Agreement. **4.** A Landlord may not apply the Tenant Security Deposit to the cost of cleaning or repair of flooring material except as expressly provided in ORS 90.300(7)(c) and only if additional cleaning or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of cleaning or replacement of the discrete impacted area and not for the other areas of the Dwelling Unit. **5.** A Landlord may not apply the Tenant Security Deposit to the costs of interior painting of the leased premises, except to repair specific damage caused by the Tenant in excess of ordinary wear and tear, or to repaint walls that were painted by the Tenant without permission.

**D. Condition Reports** **1.** Within 7 days following the Commencement Date, a Tenant may complete and submit to the Landlord a Condition Report on a form provided by the Landlord, noting the condition of all fixtures, appliances, equipment, and personal property listed in the Rental Agreement, and noting damage (the "Condition Report"). Unless the Landlord disputes the Condition Report, and the Tenant and the Landlord obtain third-party validation of the condition of the Dwelling Unit, the Tenant's Condition Report shall establish the baseline condition of the Dwelling Unit as of the Commencement Date against which the Landlord will be required to assess any Dwelling Unit

repair or replacement needs identified in a Final Inspection that will result in costs that may be deducted from the Tenant Security Deposit as of termination of the Rental Agreement (the "Termination Date"). An unresolved dispute as to the condition of the Dwelling Unit as of the Commencement Date shall be resolved in favor of the Tenant. If the Tenant does not complete and submit a Condition Report to the Landlord within 7 days of the Commencement Date then the Landlord shall thereafter complete and provide to the Tenant a Condition Report including digital photographs of the premises within 17 days following the Commencement Date. The Landlord shall update the Condition Report to reflect all repairs and replacements impacting the Dwelling Unit during the term of the Rental Agreement and shall provide the updated Condition Report to the Tenant. **2.** Within 1 week following the Termination Date a Landlord shall conduct a walk-through of the Dwelling Unit at the Tenant's option, with the Tenant or Tenant's representative, to document any damage beyond ordinary wear and tear not noted on the Condition Report (the "Final Inspection"). The Tenant, or the Tenant's representative, may choose to be present for the Final Inspection. The Landlord must give notice of the date and time of the Final Inspection at least 24 hours in advance to the Tenant. **3.** A Landlord shall prepare an itemization describing any repair and replacement in accordance with the fixture, appliances, equipment, or personal property identified in the Rental Agreement. The Landlord shall document any visual damage in excess of normal wear and tear with photographs that the Landlord shall provide to the Tenant with a written accounting in accordance with ORS 90.300 (12). To the extent that a Landlord seeks to charge labor costs greater than \$200 to a Tenant, the Landlord must provide documentation demonstrating that the labor costs are reasonable and consistent with the typical hourly rates in the metropolitan region. A Landlord may not charge for the repair of any damage or replacement of malfunctioning or damaged appliances, fixtures, or equipment, or personal property noted on the Condition Report.

**E. Notice of Rights.** Contemporaneously with the delivery of the written accounting required by ORS 90.300 (12), a Landlord must also deliver to the Tenant a written notice of rights regarding Security Deposits (“Notice of Rights”). Such Notice of Rights must specify all Tenant’s right to damages under this Section. The requirement in this Subsection may be met by delivering a copy of this Section to the Tenant and contact information for the nearest Legal Aid Services of Oregon, or online and physical address of the Oregon State Bar.

**F. Rent Payment History.** Within 5 business days of receiving a request from a Tenant or delivering a Termination Notice, a Landlord must provide a written accounting to the Tenant of the Tenant’s Rent payment history that covers up to the prior 2 years of tenancy, as well as a fully completed Rental History Form available on the Portland Housing Bureau website. The Landlord

shall also provide the Tenant with an accounting of the Security Deposit as soon as practicable but no later than within the timeframes prescribed by ORS 90.300.

**G. Damages.** A Landlord that fails to comply with any of the requirements of this Section shall be liable to the Tenant for an amount double to the amount of the Tenant’s Security Deposit, reasonable attorney fees, and costs (collectively, “Damages”). Any Tenant aggrieved by a Landlord’s noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

**H. Delegation of Authority.** In carrying out the provisions of this Section 30.01.087, the Director of PHB, or a designee, is authorized to adopt, amend, and repeal administrative rules to carry out and administer the provisions of this Section 30.01.087.

## **Rights To Request a Modification or Accommodations Notice Required Under Portland City Code Title 30.01.086.C.3.B**

Within the City of Portland, an agent/or landlord is required to include this notice with application forms for the rental of a dwelling unit.

State and federal laws, including the Fair Housing Act, make it illegal for housing providers to refuse to make reasonable accommodation and reasonable modification for individuals with disabilities. All persons with a disability have the right to request and be provided a reasonable accommodation or modification at any time from application through to termination/eviction.

Some Examples of reasonable accommodation include:

1. Assigning an accessible parking space
2. Transferring a tenant to a ground-floor unit
3. Changing the rent payment schedule to accommodate when an individual receives public benefits

4. Allowing an applicant to submit a housing application via a different means
5. Allowing an assistance animal in a “no pets” building/house. More information about assistance animals is available here:  
[http://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/assistance\\_animals](http://www.hud.gov/program_offices/fair_housing_equal_opp/assistance_animals)

Some Examples of a reasonable modification include:

1. Adding a grab bar to a tenants bathroom/shower
2. Installing a visual smoke alarm system
3. Installing a ramp to the front door

Under fair housing laws, a person with a disability is someone:

1. With a physical or mental impairment that substantially limits one or more major life activities of the individual.
2. With a record of having a physical or mental impairment that substantially limits one or more major life activities of the individual
3. Who is regarded as having a physical or mental impairment that substantially could limit one or more major life activity.

Major life activities include, but are not limited to seeing, walking, reaching, lifting, hearing, speaking, interacting with others, concentrating, learning, and caring for oneself.

#### Reasonable Accommodations

A reasonable accommodation is a change or exception to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy the dwelling. This includes public use and common spaces or fulfilling their program obligations. Any change in the way things are customarily done that allows a person with a disability to enjoy housing opportunities or to meet program requirements is a reasonable accommodation.

All housing or programs are required to make reasonable accommodations. Housing providers may not require persons with disabilities to pay extra fees or deposits or any other special requirements as a condition of receiving a reasonable accommodation.

#### Reasonable Modifications

A reasonable modification is a structural change made to the premises in order to afford an individual with a disability full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to public use and common areas.

Under federal law public housing agencies, other federally assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications. For private housing, the person requesting the reasonable modification will need to cover the cost of the modification.

#### Verification of Disability

In response to an accommodation or modification request and only when it is necessary to verify that a person has a disability that is not known or apparent to the housing provider. They can ask an applicant or tenant to provide documentation from a qualified third party (professional), that the applicant or tenant has a disability that results in one or more functional limitations. If the disability-related need for the request accommodation or modification is not known or obvious, the

housing provider can request documentation stat that the requested accommodation or modification is necessary because of the disability, and that it will allow the applicant/tenant access to the unit and any amenities of services included with the rental equally to other tenants.

A housing provider cannot inquire into the nature or extent of known or apparent disability or require that an applicant or tenant release his or her medical records. Housing providers can require that the verification come from a qualified professional, but they can not require that it be a medical doctor.

Nondiscrimination laws cover applicants and tenants with disabilities, as well as applicants and tenants without disabilities who live or are associated with individuals with disability. These laws also prohibit housing providers from refusing to rent to a person with disabilities, making discriminatory statements, and treating persons with disabilities less favorably than other tenants because of their disability.

Under fair housing laws, it is illegal for a housing provider to deny reasonable accommodations and reasonable modifications to individuals with disabilities. If wrongfully denied an accommodation or modification contact HUD or Fair Housing Council of Oregon. Time limits apply to asserting any legal claims for discrimination.

Call HUD toll-free at 1-800-669-9777 or TTY 1-800-927-9275 or visit [http://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opportunity/complaint-process](http://www.hud.gov/program_offices/fair_housing_equal_opportunity/complaint-process)

HUD will investigate at no cost to the complainant

For more information about reasonable accommodation and modification visit [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opportunity/reasonable\\_accommodations\\_and\\_modifications](http://www.hud.gov/program_offices/fair_housing_equal_opportunity/reasonable_accommodations_and_modifications)

Call the Fair Housing Council of Oregon at (503)223-8197 ext.2 or <http://fhco.org/index.php/report-discrimination>.



If you believe you have been harassed or discrimination against because of your race, color, national origin, religion, gender, familial status, disability marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing Law.

For translation interpretation call (503)823-1303  
TTY at (503)823-6868 or Oregon Relay Service at 711



This requirement is in addition to any other rights and responsibilities set forth in the Oregon Residential Landlord and tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord- Tenant Law under Portland City Code Title 30

*The information above is to inform tenants and for educational purposes only. You should review appropriate state statute, city code, and administrative rules as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.*

## **Statement of Applicant Rights and Responsibilities Notice Required Under Portland City Code Title 30.01.086.C.3C**

Within the City of Portland, a landlord is required to include this notice with application forms for the rental of a dwelling unit.

### **City of Portland Application Rights**

The city of Portland has adopted local requirements that provide additional rights and responsibilities for landlords and applicants for rental housing, beyond state law requirements, during the rental unit advertising and application process.

Applicants are strongly encouraged to submit supplemental information to offset any reasons that could lead to denial. In the event of denial, applicants have the right to appeal the decision within 30 days.

**\*\*Applicants are strongly encouraged to review their rights before submitting an application\*\***

City requirements address the following landlord tenant topics: advertising and application process screening, security deposits, depreciation schedules, rental history, notice rights, and rights for relocation assistance.

The City Portland city code, rules, require notices and forms are listed below and are available at [portland.gov/rso] or by contacting the rental services office at (503)823-1303 or [rentalservices@portlandoregon.gov](mailto:rentalservices@portlandoregon.gov).

### **Residential Rental Unit Registration**

-Portland City Code 7.02.890

### **Application and Screening Requirements**

-Portland City Code 30.01.086

-Rental Housing Application and Screening Administrative Rule

-Statement of Application Rights and Responsibilities Notice

-Right to Request a Modification or Accommodation Notice

-Rental Housing Application and Screening minimum income requirement table

### **Security Deposit Requirements**

- Portland City Code 30.01.087
- Rental Housing Security Deposit Administrative Rule
- Rental History Form
- Notice of Rights under Portland's Security Deposit Ordinance

**Mandatory Renter Relocation Assistance**

- Portland City Code 30.01.085
- Mandatory Relocation Assistance Exemption Eligibility and Approval Process Administrative Rule
- Tenant Notice of Rights and Responsibilities associated with the mandatory relocation assistance
- Relocation exemption application acknowledgement letter