Draft Section	Screening Criteria Policy Components	RSC Discussion	RSC Questions
2	**Applications**		
2.a, b, c	**1.** First-come first-served. Each applicant receives a date/time stamp, queue number, and receipt.	• I really worry that first come first serve could disparately impact those with the highest barriers. They'll never be first, and might have otherwise been considered. Though this needs to be considered in contrast to those who are first but are subjectively passed over due to discriminatory practices. Lotteries really aren't any less enforceable than the first come first serve if there's no way to independently verify how many applications are in the queue and the time they were stamped.	• No definition of what is means to be an "applicant" or when it is appropriate to give a receipt. When is an application final? Added definition of Applicant and added "completed" • Are there any limitations on how long approval takes? No, up to the landlord. • What about regulating reservation deposits and timing? Not at this time
2.d	**2.** Applications must include: notice of right to reasonable accommodations, notice of rights in harbor languages, and a description of the screening criteria.	• Already on most applications in City.	• Will the Housing Bureau produce the notices in the harbor languages? Yes • Where will the funds come from for the printing and production costs? From business profits unless landlord uses PHB notices. • What's the point in including the rights in 5 harbor languages if the application isn't in 5 harbor languages? Because landlords who don't speak those languages won't be able to read it. • Was there an intention to include notice of right to individual assessment? Yes • Can a reasonable accommodation be used to request that an application be bumped forward in line? No
2.e	**3.** Landlords with less than 50 units can reject applicants who have had prior lease violations with them in the past year.	• 50 units is arbitrary, should refer only to ownership to respect LLC separation. • Tenants rent where they can afford. In practice, this is limited by both rent cost and location. Some pockets of town may have	• How will landlords know before the application is submitted? If the tenant submits an app, and pays, and this is the reason for denial, can they get their money back? The landlord should know. Good question. No answer for it yet.

		certain rental type largely owned by one landlord, this provision would effectively displace the tenant from that area. • Increase this threshold so more tenants can have more choices OR increase the number of prior lease violations - what if someone had a one-time bad experience? • Most low income housing providers have more than 50 units so it will have a disproportionate impact on those residents rather than smaller landlords with one or two larger homes that don't have neighbors to suffer on the same level as those sharing a wall in multifamily housing	• What is the functional purpose of the 50 units? To limit the outright banning of tenants to landlords who don't hold a large number of units that could effectively push renters out of entire community.
2.f, g	**4.** Applicants with a mobility disability receive preference during the first 24 hours to units that are at least 60% ADA compliant.	• We should be clear that this is information the tenant must provide, the landlord should not be expected to ask about mobility disabilities. • A lot of concern around the 60% and what exactly that means and the difficulty in determining	• Does this violate Fair Housing law? No • If we can have policies that preference folks with disabilities (who are in a protected class), can we expand this to preference other groups? Families of size 4 and bigger should have preference for units 2bd and above, for example. No. Some units are designed for folks with disabilities and modifications are necessary for them to function properly within that space. The same can't be said for large units since smaller families can choose to have multiple bedrooms and larger families can choose to have fewer bedrooms.
2.h	**5.** Waitlists are exempt from this section's requirements if they use first-come first-served, notice of rights, and ADA preference requirements to create the waitlist.	• Exempt lotteries if they are administered by the Housing Bureau.	• I'm concerned that some of service providers are sometimes able to get their vulnerable clients bumped up on waitlists, will this impact that? Not as long as they have a partnership agreement which allows them to be exempt from the policy.
3	**Advertisements**	•	•
3.a, b	**6.** Ads must include Screening criteria, or a link to them. If a unit is 60% or more ADA compliant, that must be included in advertisement.	• Links cannot be posted on sources like Craigslist, do not specify with the term link, possibly use website address or define available access point?	•

3.c	**7.** Any advertised units that can only be applied for in person must advertise a week before the pick-up/submission date.	•	• How does that comply with the first come first serve basis? Revised code to required specific application dates • Why one week? To give more disadvantaged applicants time to prepare. • How will that be administered with the first come, first served requirements above? See previous answer • Does this apply if there are applications available in person AND online? What if a LL takes online (only?) applications, but requires a tenant to view a unit before applying? It now applies to all
4	**Identification**		
4.a	**8.** All of the following are considered acceptable forms of identification: SSN, Alien Registrations Card, Immigrant Visa, ITIN, Non-Immigrant Visa, any government-issued ID, or any non-government issued ID that allows screening for both credit and criminal history.	•	•
4.b	**9.** An application can't be rejected for lack of a SSN.	•	• What happens if an applicant doesn't have an SSN but doesn't have enough information to be screened for criminal and credit without it? Criminal history does not require SSN. A landlord will need to take a lack of credit history into account as a part of the individualized assessment.
4.c	**10.** Landlords cannot ask about immigration status or ask applicants to prove citizenship.	• Already prohibited by law (but for certain subsidy programs)	•
5	**Income**		
5.a	**11.** A landlord cannot require income of more than 2 times rent.	• Tenants already struggle to pay rent. 3x income is ideal, but with the gap between income and rent, where are tenants who	•

		have to pay more than 1/3 their income in rent supposed to live? Tenants must be allowed to make their own financial decisions. • 2x rent is setting up an already vulnerable resident to fail • Risk exists with all tenants, tenants should be allowed to make their own decisions. • Regarding "risk exists with all tenants"....This is true. However, the current policy will end up resulting in more financial based evictions (inability to pay rent) so the policy is forcing housing providers to take on exposure to excessive expense. That's fine in some instances, but we're talking extreme costs. One eviction can cost a landlord 5 years of actual net cash flow. • Creating a situation where the tenant is then bound by a legal contract that they cannot financially fulfill is irresponsible. We no longer allow mortgage companies to do this why are we placing renters in a vulnerable position? • Existing system doesn't accomplish that either, must locate a middle ground. • Given the number of eviction filings each month in Portland for non-payment of rent, with unemployment at an all-time low, lowering the rent to income ratio could create even more evictions	
5.b i	**12.** The rent ratio includes all sources of income including wages, rent assistance, verifiable family assistance, and public benefits	• This will lead to some tenants paying rent that's higher than their verifiable income as an individual. In contracts, the goal should always be to set up both sides for success, this doesn't accomplish that. • A resident could get a one-time infusion from a family member to qualify but then be unable to pay rent in subsequent months and lose their housing due to eviction • I'm worried that this could lead to some tenants being denied from income restricted housing because they'll over qualify if they quantify their public benefits.	• Can a tenant include things like OHP? No

5.b ii	**13.** The rent ratio can include average utility cost.	• there are strict utility assistance programs that might help a tenant with utilities that will not be able to help with rent. • If we're going to include utilities in the calculation of "rent" for the purpose of the rent ratio then there's no way we should require income to be more than 1.5x	• Which utilities? What if the LL pays some of the utilities? Can they still use this amount to artificially increase the rent and disqualify the tenant? The code specifies that it is only the utilities the tenant is required to pay. • How will this "rent" be communicated to tenants so that they know if their income is enough? Added to code draft under "advertisements" for clarity. •
5.b iii-iv	**14.** The rent ratio can include co-signer when below 2x rent. The co-signer cannot be required to have income of more than 3x rent.	• Co-signer should not be a part of the rent ratio calculation. Co-signers under ORS don't pay the rent, and should remain distinct from "verifiable family assistance." • There is a difference between a Co-Signer and a Guarantor. A Co-signer is essentially a leaseholder with all of the rights and obligations of any other occupant. A Guarantor is only financially obligated in case of default and has no other rights of obligations regarding the lease. Industry Standard is to require a Guarantor to have 5 times the rent as they would need to have the ability to cover their own financial obligations as well as the ability to cover the lessee's. Also how does this interact with 5.b.v,vii? If using the term Co-Signer the individual is then considered responsible for paying rent and therefore subject • This is in response to some landlords requiring that a co-signer make 5x the rent, ratio should exist. Keep in the policy • Co-signers have no rights to tenancy and are prohibited from paying rent to landlords. This is not appropriate for the calculation and will discourage co-signers.	•
5.b vi	**15.** The rent ratio can only include the applicant's share of the rent when the applicant receives federal, state, or local rent assistance.	• This conflicts with rent assistance being included in rent ratio above. • This conflicts with utilities being included	•

5.b v, vii	**16.** The rent ratio is calculated for the entire household. Applicants who are not responsible for paying rent can only be screened for criminal history.	• In general we need to make it easier for new roommates to be added to the lease/rental agreement, if there is a good rental history of the current/existing tenants. Tenants should be given the right to choose who they want to live with, and this will prevent "unauthorized roommates", and give folks with shoddy history a chance to get better history. And overall provide the LL with more protection by knowing who lives there.	•
6	**Individualized Assessment**	•	•
6.a	**17.** Denying an applicant requires completing an individualized assessment, and stating a nexus between the reasons for denial and a substantial, legitimate, non-discriminatory interest of the landlord.	• I'm generally concerned about the fact that whether or not the applicant actually poses a risk to the LL, it's still a subjective decision that they have to make, I'm worried about T's paying screening fees associated with IAs if they haven't submitted SE and/or if their app isn't going to trigger an IA. It would be good if there was a (cheaper) pre-screening that could tell a T whether or not they need to submit SE for an IA. • The ORS cited to define non-discriminatory (ORS 659A.421) doesn't define non-discriminatory well. • Individualized assessment will be a costly addition to the process. • Bias exists regardless of best efforts, this entire section is asking landlords to objectively assess through subjective criteria.	• If tenants are under all of these limits, is the LL **required** to approve? (unless they can make a compelling case not to on the individualized assessment) Nothing is required if the landlord provides an explanation of the legitimate, non-discriminatory business interest of the Landlord that justify denial of the application If tenants have more than any of these things are we to presume that a denial does not require all the work? No denial can be issued without an individualized assessment. Every applicant gets a chance to make a case. • How does the written denial required by this ordinance differ from the simpler (check box) denial explicitly allowed by state law? Is there a pre-emption concern here? State law gives landlords options for what a notice can look like, but does not preempt specific requirements. A landlord can easily comply with both laws at the same time.
	Criminal History (by Individualized Assessment)	•	•
6.b	**18.** When evaluating criminal history, a landlord must consider the following:	• The Individual Assessment needs more time. A workgroup that is composed of solution minded landlords, tenant advocates, nonprofits and Fair Housing need to sit together and come up	• Why would a DUI be held against a tenant? Is that standard practice? Yes

		with an IA that has an equity lens but doesn't result in other residents being in jeopardy or an administrative burden that is just not doable. • This assessment is unnecessarily complex and does not have clear definitions that have been vetted properly. There are several real consequences arising from this language that have not been carefully considered with all parties, from the landlord and tenant perspectives. It could create real and significant dangers to current residents and needs more time and methodical analysis for some common ground and a better sense of the true consequence of what is proposed.	
6.b i	a. Nature and severity for each conviction.	•	•
6.b ii	b. Number and type of each conviction	•	•
6.b iii	c. Time elapsed since each conviction	•	•
6.b iv	d. the applicant's age at time of conviction	•	•
6.b v	e. evidence of good tenant history before/after each conviction	• generally, would state that the rental history as a whole makes more sense than rental payment history. I can cite several examples in my work of tenants who pay rent (or have their rent paid by subsidy) who are terrible neighbors due to drug use, sexual abuse of neighbors, violence, damage to the property, etc.	•
6.b vi	f. any supplemental information about rehabilitation, good conduct, additional facts or explanations if provided.	•	•
6.c	**19.** When an applicant's criminal history shows any of the following, it is presumed that the crime or conduct does not merit denial on its own:	• This is all already required by law.	•

6.c.1	a. An arrest that did not result in conviction, unless the charge is pending,	• This seems redundant to ORS 90.303(2), and perhaps a bit weaker in theory if not in practice. It only allows consideration of pending charges for offenses listed in ORS 90.303(3) which ends up being pretty much every type of crime.	•
6.c.2	b. Participation in or completion of a diversion or a deferral program,	•	•
6.c.3	c. A conviction that has been dismissed, expunged, voided or invalidated,	•	•
6.c.4	d. A conviction for a crime that is no longer illegal,	• This should be addressed through the criminal justice system, or through city programs to assist individuals with having these records expunged. You are asking landlords to obtain a greater depth of knowledge in areas of the law than should be reasonably expected.	• While we're at it can we say that tenants can't be evicted for having (or smoking) marijuana? No. Smoking on premises is a private property decision. Especially if they have a medical card? A reasonable accommodations request can be made but cannabis can be consumed for medical purposes without smoking it.
6.c.5	e. A conviction or any other determination or adjudication in the juvenile justice system.	•	•
6.c.6 a	**20.** When an applicant's criminal history shows any of the following, it is presumed that the crime or conduct does not merit denial on its own: a. A conviction or pending charge listed below when the date of sentencing is 3 years or more or the date of release is 1 year or more, whichever is latest	• Looking at disparate impact, there are very prevalent racial disparities in conviction history. Communities of color are incredibly overrepresented in the criminal justice system. Screening that allows blanket bans on criminal history leads to disparate impact in housing. • Date of release is not something a screening company can identify. • Obtaining the date of release requires additional resources to pull the physical records, it is not easily obtained information from a criminal records search. This will have a significant cost impact on screening fees. • Presumption is a lawsuit waiting to happen	• Does this include being released from probation/parole? No

		• Lower this threshold, especially for persons coming out of jail. If someone can't find decent housing for 3 years – what do they do until then? Increases risk of recidivism.	
6.c.6 a i	i. Felony assault and battery,	• Specific crimes should not be listed within the city ordinance, the language in 6.c.6a indicates that it is optional. The city can publish guidance as part of landlord/tenant education materials if it is desired to indicate preferences.	•
6.c.6 a ii	ii. Misdemeanor domestic violence,	•	•
6.c.6 a iii	iii. Robbery offenses (no weapon involved),	•	•
6.c.6 a iv	iv. Sex offenses (non-forcible),	• Needs to be removed/this could be a man exposing himself to a small girl/boy • This creates a risk to other residents, especially the most vulnerable (children)	•
6.c.6 a v	v. Stalking,	• I think it would be appropriate to allow immediate denial if an individual with a stalking record is applying to rent in a building where the person being stalked is residing. • This is a strong indication of a pattern of violent and harassing behavior and should be removed	•
6.c.6 a vi	vi. Felony burglary or felony breaking and entering-related offenses,	•	•
6.c.6 a vii	vii. Theft, stolen property, or fraud-related offenses when the history shows two or more felony convictions within the timeframe in this section,	•	•
6.c.6 a viii	viii. Felony destruction, damage, or vandalism of property offenses,	•	•
6.c.6 a ix	ix. Drug possession when the history shows two or more felony convictions within the timeframe in this section,	•	•

6.c.6 a x	x. Drug Manufacture, distribution or possession with the intent to distribute, or	•	•
6.c.6 a xi	xi. Weapons offenses, other than use of a firearm against a person	•	•
	21. When an applicant's criminal history shows any of the following, it is presumed that the crime or conduct does not merit denial on its own:	• The guidelines are subjective and open to interpretation the way its currently being worded. Hopefully when converted into code this will have either allowable or non allowable denial items. Please keep in mind an appeals process already exists and is required at the Federal level. Individuals are already afforded the protections requested in the ordinance in a more streamlined way. We are required to provide objective screening criteria to applicants adding several maybes is unhelpful to all parties. Landlord/Tenant education as to rights and responsibilities may be more effective than layering on additional vague guidelines • Release dates do not show up on screening so landlord would not know how to determine when the release occurred.	•
6.c.6 b	b. When the date of sentencing is 1 year or more or the date of release is greater than 1 year, whichever is latest for driving under the influence-related offenses, when the history shows two or more convictions within the timeframe in this section, or	• The policy seems to shift between using the date of release and date of conviction. Date of Conviction is easily obtained, date of release induces additional screening costs	•
6.c.6 c	c. A criminal conviction older than 7 years for any conviction, the date of conviction being the date of sentencing, or more than 4 years from the date of release, whichever is latest.	• This benefits extremely violent criminals or sexual predators	•
6.c.6 d	d. A criminal conviction older than 10 years for any convictions, the date of conviction being the date of sentencing when the history shows two or more misdemeanor	• See point above	•

	or felony convictions within the timeframe in this section, or		
6.c.6 e	e. A criminal conviction older than 20 years for any convictions, the date of conviction being the date of sentencing when the history shows four or more misdemeanor or felony convictions within the timeframe in this section.	• See point above, there needs to be at a minimum an exclusion for sexually based offenses, offenses involving children, domestic violence, stalking and violent offenses for the protection of other residents	•
6.d i	**Credit History** When an applicant's history shows 3 or fewer of the following, it is presumed that that their credit history does not merit denial on its own:	• Don't include a number on credit history items.	• Do we have any data to suggest a link between credit scores/history and ability to pay rent? Not that I am aware of specifically.
6.d i 1	**22.** Insufficient credit score,	• If score is used then LL should be required to state the score in the screening criteria if some scores will be deemed insufficient. They should also state what score they look at (Experian, TransUnion, Equifax, others? average of them) This could easily be an easy "4th" offense for credit.	• What is considered insufficient? Determined by the landlord
6.d i 2	**23.** Lack of credit history, unless the applicant in bad faith withholds credit history,	•	•
6.d i 3	**24.** Adverse accounts under $1000, unless the account is related to debt from a prior tenancy	• Increase threshold for adverse accounts	• What does adverse mean? Does 1 30-day late payment count as adverse? Any account in default
6.d i 4	**25.** Property debt under $300,	• This number is much too low. It should rarely be held against the tenant unless there is demonstrated irresponsibility and refusal to pay. If there is a payment plan in place this should not be held against the tenant regardless of the amount.	•
6.d i 5	**26.** Bankruptcy filed by the applicant more than 5 years ago,	• Bankruptcy is legal and responsible recourse for individuals who cannot repay their debts. The rent eats first; bankruptcy is often an option so that people have enough money to pay their rent! Rent isn't a form of debt, and people should not be denied housing for exercising their legal rights.	• Why even 5 years? Why should a bankruptcy be held against a tenant at all? What does it say about a tenant's ability to pay rent? Property debt is considered relevant.

6.d i 6	**27.** Medical or secondary education debt.	•	•
6.d ii	**Rental History** When an applicant's history shows <u>two or fewer</u> of the following, it is presumed that that their rental history does not merit denial on its own:	• It would be helpful to understand the current eviction process to get a better sense of how this policy would impact screening. • First a 72 hour notice for non payment of rent is filed. • If the notice is not cured by payment then it precedes to and FED • Often either a payment arrangement or a date to vacate is negotiated prior to a court date occurring and the case is dismissed • If the case precedes to court then the most likely scenario is that a stipulated agreement is reached to either pay or vacate. As long as the stipulated agreement is followed with either payment to vacation then the Eviction is dismissed from the record.	•
6.d ii 1	**28.** An action to recover possession pursuant to ORS 105.105 to 105.168 if the action:	• These numbers are too restrictive	•
6.d ii 1 a	a. Was dismissed or resulted in a general judgment	• Why would we want to prohibit landlords from screening for a general judgment before the applicant submits the application within the 5 year timeframe?	•
6.d ii 1 b	b. Resulted in a general judgment against the applicant five or more years ago	• Already prohibited by law • ORS 90.303(1a); since this is already state law, why not make it stronger?	•
6.d ii 1 c-f	c. Resulted in a general judgment against the applicant fewer than five years ago if: i. The termination of tenancy upon which the action was based on a no-cause eviction pursuant to ORS 90.427, ii. The termination of tenancy upon which the action was based pursuant to ORS 90.394 and the termination occurred within six	• The termination of a tenancy is not an eviction • It is the obligation of the resident to provide the data to prove the rent increase • If the tenant moved per the termination notice, there would not be an eviction. The eviction only occurs when the tenant goes to court for failing to move per the notice and loses their case. • With regards to a "no-cause eviction not being an eviction", a no-cause can lead to an actual eviction if the tenant fails to vacate on time. In this case a LL can file an FED on the first	• Regarding C ii. How will this information be obtained? Removed from code draft • Regarding C iii. How do you define credible evidence? Is it a new rental agreement or other proof of alternative housing for the same dates? Determined by the landlord

	months of the effective date of a rent increase, if that rent increase caused the total rent to increase by 10% or greater within the prior twelve months, iii. The judgment against the applicant was a default judgment due to a failure to appear, if the applicant presents credible evidence to the landlord that the applicant had already vacated the unit upon which the action was based at the time that notice of the action was served.	day the T was supposed to be out, without serving any for-cause warning notice (like a 72 hour notice). We should probably change the language to a 'termination of tenancy without cause' so it's consistent with the legal language. • Part (e) is going to be impossible for a LL to verify, or for a tenant to know that they need to tell the LL about, unless they are asked about it on the application. What we're trying to do here is a nice gesture but unless it covers ALL economic evictions (rather than within 6 months of a rent increase of 10% or more) it won't serve anyone, from a practical standpoint. •	
6.d ii 2	**29.** Information from an oral rental reference, except defaults in rent, outstanding balance due to the landlord or behaviors as a tenant that resulted in a termination with cause. Any information provided from an oral rental reference that the landlord intends to use as the basis for denial must be recorded in writing and attributed to the prior landlord	• Housing discrimination is pervasive. Gut feelings and decisions lead to housing discrimination, even with well-intentioned people. • We should not be allowed to discriminate against late rent payments. Some tenants have to pay late every month. • Any negative rental history should be disregarded if a tenant takes a Rent Well class subsequent to the poor history	• What would qualify for "in writing and attributed to the prior landlord". Does in writing simply mean our notes from the conversation? Do those notes have to be signed by the previous landlord? No, the one doing the assessment simply needs to write down what was said and who said and give it to the applicant. • What kind of defaults in rent? Any defaults in rent • Does the rental reference info (attribution and information) need to be provided to a tenant if it's not verbal? Draft code amended to include written
6.d ii 3	**30.** Lack of rental history, unless the applicant in bad faith withholds rental history information that might otherwise form the basis for denial.	• We should be more precise about sufficient length of rental history. • This should be completely negated if a tenant completes a Rent Well class	• What about false information provided? Ability to deny based on false info is included in Notice of Denial section

			• Does rental history from unofficial tenancies count? Like, if a tenant is paying rent to a roommate, but not on a lease? Yes
6.e	**Notice of Denial**	•	•
6.e	**31.** must include:	• "denied because of criminal history" is not sufficient information nor does it provide enough detail for the denied applicant to complete a meaningful reasonable accommodation request	•
6.e i	a. The specific adverse information in the application that matches the screening criteria information as provided on the application,	•	• This is already provided for under the Consumer Protection Act, why are we adding another layer? I don't understand this question. •
6.e i	b. The supplemental evidence, if any, that the landlord considered and how it influenced the decision of the landlord to deny the application,	•	• By what standard? Determined by the landlord and guided by specifics written into the draft code.
6.e iii	c. The nexus between the specific circumstances surrounding the reasons for denial and a substantial, legitimate, non-discriminatory interest of the landlord, and	• Nexus needs to be better defined in code. • The requirements being generated will require an attorney to generate a response for each individual assessment. This will be a challenge for small landlords who self manage. Additional administrative costs should be allowed for within the screening fees.	• How does one define nexus or what is substantial or legitimate? This language has been removed
6.e iv	d. How, given the above assessment, it is highly and substantially more probably to be true than not that the applicant as a tenant will adversely affect the substantial, legitimate, non-discriminatory interest of the landlord.	• I know what we're trying to do here, but if this is ultimately subjective, this is just not an analysis that anyone but an actuary or trained data analyst is equipped to make without introducing implicit bias.	• How would a landlord even express that – it is speculative. This language has been changed
6.f	**32.** Cannot include/be based on : a. An arrest that did not result in conviction, unless the charge is pending,	• Already stated above and already in state law	•

	b. An action to recover possession pursuant to ORS 105.105 to 105.168 if the action: i. Was dismissed or resulted in a general judgment ii. Resulted in a general judgment against the applicant five or more years ago		
6.i	**33.** The written notice of denial must be given to the applicant within 2 weeks of the determination.	• A tenant shouldn't be waiting for 2 weeks to find out they've been denied.	• Can they get a preliminary denial earlier, even if they have to wait for the letter? Yes. The landlord must process in order, therefore cannot approve another tenant until issuing a Notice of Denial
	Supplemental Evidence	•	•
6.g	**34.** Includes:	• This is the information that should be given to tenants before they apply	• What's the point of including this in the ordinance? Is there a concern that LLs will only accept certain types of SE and not others? Shouldn't the LL be required to accept *any* supplemental evidence that the tenant provides? • There needs to be some guidance on what SE looks like and should be accepted, otherwise landlords could decide for themselves and some may choose not to accept anything.
6.g i	a. Proof of rental payments to a prior landlord,	•	•
6.g ii	b. Credit score	•	•
6.g iii	c. Proof of job or income stability,	•	•
6.g iv	d. Proof of payment toward outstanding debt,	•	•

6.g v	e. Completion of Rent Well program,	•	• How does the Rent Well program create an offset? Because it is a tenant education program specifically designed for folks with poor tenant histories.
6.g vi	f. Availability of a co-signer,	•	• Guarantor or Co-signer? Please define terms. Changed to guarantor
6.g vii	g. Demonstrated or formal relationship with a service provider for rent assistance or other support services,	•	•
6.g viii	h. Participation in a rehabilitation program, including but not limited to a certification program that assists people with criminal histories to evidence reform,	• This would be more appropriate for a request for reasonable accommodation and not suitable for this context as it blurs the line between an accommodation request and a regular assessment of an applicant	•
6.g ix	i. Evidence of work to address outstanding debt,	•	•
6.g x	j. Explanation for changed circumstances or reform that would decrease likelihood that tenant would repeat historical adverse behavior (e.g., crime, property damage, etc.),	•	• Add specificity? Removed and more specific SE added
6.g xi	k. Any other information, whether written or oral, that the applicant believes to be relevant to the applicant's predicted performance as a tenant.	•	•
6.h	**35.** A landlord must consider any supplemental evidence submitted with the application, and may supplemental evidence submitted before or after the application.	•	•
7	**Appeals**	•	•

7.a	**36.** An applicant who is denied must have the opportunity to appeal that denial directly to the landlord or property manager based on: a. incomplete or inaccurate information on application, b. newly acquired supplemental evidence, c. evidence of inappropriate nexus identified in denial	• I appreciate part 7a.c here, but It seems like absent some stricter guidelines on when the nexus exists or doesn't, this opens a huge can of worms based on subjective interpretations.	• How long must the landlord wait until the appeal can be denied? • What constitutes "inappropriate" ? Appeals section removed entirely
7.b	**37.** The landlord is not required to hold the unit for the application during the appeals process.	•	•
7.c	**38.** If the appeal results in the denial being overturned, the landlord must place the applicant on a waitlist for the next available unit, for up to 6 months.	• Clarify if the waitlist is for the owner or for a given building. • Clarify mechanism for removal from waitlist. • If a tenant is approved on appeal but loses the unit (because there was only one or because they found another one before their name came up on the waitlist) then they should get their application fee back.	• What if landlords do not use wait lists? • Can waitlist applicants be re-screened? • Can applicant opt out? • How many times must you contact them about availability? Appeals section removed entirely
8	**Additional Deposit**	•	•
8.a	**39.** Landlords may charge additional security deposit as described in code_____, if they determine that supplemental evidence provided by the applicant is not adequate to offset a substantial, legitimate, non-discriminatory interest of the landlord.	• This component is important. • This is unclear to Multifamily NW	• What does this mean? If a landlord does an assessment and has reason to issue a Notice of Denial, they can instead issue a Notice of Conditional Approval for additional security. Draft code revised to clarify.
8.b	**40.** To request additional deposit, the landlord must provide a written notice of "Conditional Approval" to the applicant with the specific reasons for the request.	• Adding tracking to this would be a large administrative burden, 35% of our current applicants are provided conditional approvals with added security deposit due to credit not meeting screening criteria. • This is unclear to Multifamily NW •	•
9	**Screening Fees**	•	•

9.a	**41.** If notice of denial is not provided within 2 weeks, the owner must refund their entire application fee within the same 2 week period.	•	• Can we find out what the typical turnaround time is and add 2-3 business days to that for the sake of an IA? I don't understand this question.
9.b	**42.** If using a professional screening company exclusively, screening fee charged by the landlord cannot be more than what is charged by the company.	• We will see screening fees as high as $120-175. • This is unnecessary, ORS 90.302 already bans certain charges. • It seems like the best way to avoid higher fees for everyone is if the additional charges for an IA are charged **only** if needed (i.e. only if a tenant doesn't qualify without an IA). This means that we might need to build in time between submission and SE/IA, but that's a win for everyone because screening companies/landlords won't have to take in and store SE for tenants that don't need IAs.	•
9.c	**43.** If using a professional screening company in addition to screening work by the landlord or property manager, fees cannot exceed 50% above what is charged by the screening company.	• This is unnecessary, ORS 90.302 already bans certain charges. • We must not allow landlords to charge more than the screening companies do for the same service!	•
9.d	**44.** If landlord or property manager screens independently without the use of a professional screening company, rates cannot exceed 10% of the average professional screening company fee rate in the Portland-Metro area.	• This is unnecessary, ORS 90.302 already bans certain charges. • We must not allow landlords to charge more than the screening companies do for the same service!	•
10	**Modification Requests**	•	•
10.a	**45.** An applicant who experiences disabilities cannot be denied housing based on a denial of reasonable modification alone.	•	• Does this happen? Yes
10.b	**46.** If an applicant's modification request is denied, the applicant must be allowed 24 hours to request an alternative modification that meets their needs.	•	•
10.c	**47.** If the second modification request is denied, the applicant must be allowed another 24 hours to request an alternative modification that meets their needs.	•	•

10.d	**48.** If no reasonable modification can be made in the unit the applicant applied for, they may still accept the unit if they meet the eligibility criteria.	•	•
11	**Exemptions**	•	•
11.a	**49.** Any housing provider that enters into a partnership or referral agreement with a non-profit service provider working to place low income or vulnerable clients into housing is exempted from the policy only for the units the agreement applies to.	• The partnership should be further defined and restricted. • Perhaps include affordable housing providers that already have screening criteria that is meant to work with tenants who have higher barriers to housing.	• What is the purpose of this and reasoning behind it? Aren't low-income tenants working with these agencies the tenants who are going to need this protection the most? Why would we allow these housing providers to have more latitude in denying tenants? They don't have more latitude to deny. A partnership agreement is a guaranteed placement. In such cases, there is no need to go through the process of this code. We want to encourage more of these agreements because they significantly benefit vulnerable renters.
11.b	**50.** All sections must be followed except when otherwise complying with state or federal funding or loan laws.	• I think this is where having the city attorney weigh in on 2.f will be very important as some landlords may look at 2.f as being a federal violation and may consider themselves exempt from 2.f.	•
12	**Damages**	•	•
12.a	**51.** 3x the current stated rent or actual damages, whichever is higher	•	•

Additional general comment:

CAT would like to see a return to the policy that defines more specifically what can be denied and what cannot be denied. A policy in that format does not disallow a landlord to follow the law with respect to their explicit allowance in state law to consider all of the items mentioned above.