MULTIFAMILY NW
The Association Promoting Quality Rental Housing

WASHINGTON
RENTAL APPLICATION
TO BE COMPLETED BY EACH ADULT APPLICANT

ALL UNITS SUBJECT TO AVAILABILITY

InterWest Properties, Inc.

EQUAL HOUSING OPPORTUNITY

OFFICE USE ONLY

☐ NEW MOVE-IN ☐ OCCUPANT TURNING 18 ☐ ADD/REMOVE ROOMMATE ☐ TRANSFER

PROPERTY NAME / NUMBER _____

UNIT NUMBER _____ ADDRESS _____

DATE UNIT WANTED _____ (MM/DD/YYYY) UNIT RENT $_____ NON-REFUNDABLE SCREENING CHARGE $ 55.00

OWNER / AGENT Inter West Properties, Inc. PHONE (503) 256-2323

OWNER / AGENT ADDRESS 2323 SE 122nd Avenue, Portland, OR 97233

COMPREHENSIVE REUSABLE TENANT SCREENING REPORT IS ☐ ACCEPTED ☒ NOT ACCEPTED BY THIS PROPERTY (IF NOTHING IS CHECKED, IT IS NOT ACCEPTED). IF A COMPREHENSIVE REUSABLE TENANT SCREENING REPORT IS ACCEPTED, OWNER/AGENT MAY ACCESS ITS OWN TENANT SCREENING REPORT REGARDING YOUR APPLICATION AS LONG AS YOU ARE NOT CHARGED FOR OWNER/AGENT'S OWN TENANT SCREENING REPORT.

SMOKING POLICY: ☐ SMOKING ALLOWED - ENTIRE PREMISES ☐ SMOKING PROHIBITED - ENTIRE PREMISES
☐ SMOKING ALLOWED IN LIMITED AREAS (ASK MANAGEMENT FOR DETAILS)

☒ IF CHECKED, RENTER'S INSURANCE WILL BE REQUIRED.

☐ IF CHECKED, RENTER'S INSURANCE WILL BE REQUIRED IF _____

MINIMUM INSURANCE AMOUNT: $ 100,000.00 ($100,000 IF LEFT BLANK)

APPLICANT

APPLICANT FULL LEGAL NAME _____ EMAIL _____

PREVIOUS NAMES, ALIASES OR NICKNAMES USED _____

DATE OF BIRTH _____ SOC. SECURITY # _____ APPLICANT PHONE (_____) _____

GOVERNMENT ISSUED PHOTO I.D. TYPE _____ (MM/DD/YYYY) # _____ / STATE _____ EXP. DATE _____ (MM/DD/YYYY)

CURRENT STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ DATE YOU MOVED IN _____ (MM/DD/YYYY)

CURRENT LANDLORD NAME _____ LANDLORD PHONE (_____) _____

LANDLORD EMAIL _____ LANDLORD FAX (_____) _____

STREET ADDRESS (OR APARTMENT NAME) _____

CITY _____ STATE _____ ZIP _____

APPLICANT FORMER STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ FROM _____ (MM/DD/YYYY) TO _____ (MM/DD/YYYY)

FORMER LANDLORD NAME _____ LANDLORD PHONE (_____) _____

LANDLORD EMAIL _____ LANDLORD FAX (_____) _____

STREET ADDRESS (OR APARTMENT NAME) _____

CITY _____ STATE _____ ZIP _____

OTHER STATES AND COUNTIES YOU HAVE LIVED IN DURING THE PAST 5 YEARS _____

CURRENT EMPLOYER _____ PHONE (_____) _____

HR EMAIL _____ HR FAX (_____) _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

POSITION _____ HOW LONG? _____ GROSS MONTHLY INCOME $_____

OTHER MONTHLY INCOME: SOURCE _____ $_____ / SOURCE _____ $_____

ARE YOU SELF-EMPLOYED? ☐ YES ☐ NO

☐ **PREVIOUS** ☐ **ADDITIONAL EMPLOYER** _____ PHONE (_____) _____

HR EMAIL _____ HR FAX (_____) _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

POSITION _____ HOW LONG? _____ GROSS MONTHLY INCOME $_____
IF ADDITIONAL EMPLOYER,

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

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Agency Disclosure. Broker represents the seller (owner) as the seller's (owner's) agent. The terms of compensation offered by a party or a real estate firm to a real estate firm representing another party are as follows _____ (none if left blank).

OTHER OCCUPANTS

NAME	DATE OF BIRTH
	MM/DD/YYYY
	MM/DD/YYYY
	MM/DD/YYYY
	MM/DD/YYYY
	MM/DD/YYYY

VEHICLES

MAKE	MODEL	COLOR	STATE	LICENSE PLATE #	OWNER

OTHER

☐ IF CHECKED, PETS ARE NOT ALLOWED AT THIS PROPERTY

☐ IF CHECKED, PETS ARE ALLOWED SUBJECT TO APPROVAL BY MANAGEMENT. HOW MANY PETS WILL BE RESIDING IN THIS UNIT? _____

NAME _____ TYPE _____ BREED _____ AGE _____ WEIGHT _____

NAME _____ TYPE _____ BREED _____ AGE _____ WEIGHT _____

NAME _____ TYPE _____ BREED _____ AGE _____ WEIGHT _____

DO YOU INTEND TO USE: ☐ WATERBED ☐ AQUARIUM ☐ MUSICAL INSTRUMENT _____

DO YOU HAVE RENTER'S INSURANCE? ☐ YES ☐ NO

EMERGENCY CONTACT _____ PHONE (_____) _____

ADDRESS _____

CONTACT IN CASE OF DEATH _____ PHONE (_____) _____

ADDRESS _____

HAVE YOU EVER BEEN EVICTED, OR ARE YOU CURRENTLY IN THE EVICTION PROCESS? ☐ YES ☐ NO IF YES, DATE _____ MM/DD/YYYY

HAVE YOU EVER FILED FOR BANKRUPTCY, OR ARE YOU CURRENTLY IN THE BANKRUPTCY PROCESS? ☐ YES ☐ NO IF YES, DATE _____ MM/DD/YYYY

HAVE YOU EVER HAD A HOME FORECLOSED ON, OR ARE YOU CURRENTLY IN THE FORECLOSURE PROCESS? ☐ YES ☐ NO IF YES, DATE _____ MM/DD/YYYY

HAVE YOU OR ANY OTHER PERSON WHO WILL BE OCCUPYING THE UNIT EVER BEEN CONVICTED OF, OR PLED GUILTY OR NO CONTEST TO, ANY FELONY OR MISDEMEANOR? ☐ **YES** ☐ **NO** IF YES, WHO _____ WHERE _____ WHEN _____ MM/DD/YYYY

WHAT _____

WHY ARE YOU VACATING YOUR PRESENT PLACE OF RESIDENCE? _____

HAVE YOU GIVEN LEGAL NOTICE WHERE YOU NOW LIVE? ☐ YES ☐ NO

HOW DID YOU HEAR ABOUT OUR PROPERTY? _____

SCREENING

Owner/Agent has charged a screening charge as set forth above. Owner/Agent may obtain a consumer credit report and/or an Investigative Consumer Report which may include the checking of the applicant's credit, income, employment, rental history, and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. You have the right to request additional disclosures provided under Section 606 (b) of the Fair Credit Reporting Act, and a written summary of your rights pursuant to Section 609(c). You have the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation. In the event of a denial or other adverse action, you have a right to obtain a free copy of the consumer report from the Screening Company or Credit Reporting Agency.

SCREENING COMPANY OR CREDIT REPORTING AGENCY

COMPANY NAME Pacific Screening, Inc. PHONE (503) 297-1941

ADDRESS P.O. Box 1397, Wilsonville, OR 97070

EMAIL applications@pacificscreening.com

If the application is approved, applicant will have 48 hours from the time of notification to either, at Owner/Agent's option, execute a rental agreement and make all deposits required thereunder or make a deposit to hold the unit and execute a Deposit to Secure Occupancy which will provide for the forfeiture of the deposit if applicant fails to occupy the unit. If applicant fails to timely take the steps required above, he/she will be deemed to have refused the unit and the next application for the unit will be processed.

SIGNATURE

I certify that the above information is correct and complete and hereby authorize you to do a credit check and make any inquiries you feel necessary to evaluate my tenancy and credit standing. I understand that Owner/Agent may refuse to process or deny this application if it is materially incomplete, fails to include information regarding my identification or income, or if I intentionally withheld or misrepresented required information. I understand that if any information supplied on this application is later found to be false, this is grounds for termination of tenancy. I understand that I am welcome to provide supplemental evidence to mitigate potentially negative screening results. I acknowledge receipt of the Real Estate Brokerage in Washington Pamphlet. Applicants may provide evidence of mitigating circumstances and requests for reasonable accommodation/modification to the following location for review, consideration and response: _____ ***I have received and read the Owner/Agent's rental criteria.***

APPLICANT X _____ DATE _____ MM/DD/YYYY ☐ PICTURE I.D. VERIFIED BY _____ (INITIALS)

OWNER/AGENT X _____ DATE RECEIVED _____ MM/DD/YYYY TIME RECEIVED _____

OWNER/AGENT NOTES FOR MORE INFORMATION VISIT WWW.INTER-WEST.COM

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

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RENTAL CRITERIA FOR RESIDENCY

(Applicable only if Owner/Agent does not have custom criteria.)

OCCUPANCY POLICY

1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a habitable room that is intended to be used primarily for sleeping purposes, contains at least 70 square feet and is configured so as to take the need for a fire exit into account.)
2. The general rule is two persons are allowed per bedroom. Owner/Agent may adopt a more liberal occupancy standard based on factors such as size and configuration of the unit, size and configuration of the bedrooms, and whether any occupants will be infants.

GENERAL STATEMENTS

1. Current, positive, government-issued photo identification that allows Owner/Agent to adequately screen for criminal and or credit history will be required.
2. Each applicant will be required to qualify individually or as per specific criteria areas.
3. Inaccurate, incomplete or falsified information will be grounds for denial of the application.
4. Any applicant currently using illegal drugs will be denied. If approved for tenancy and later illegal drug use is confirmed, termination shall result.
5. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the premises, or the property of others, will be denied tenancy.

INCOME CRITERIA

1. Monthly income must be equal to three times stated rent, and must be from a verifiable, legal source. If applicant's monthly income is between two and three times the stated rent, applicant will be required to pay an additional security deposit equal to one month's rent or provide acceptable co-signers. Income below two times the stated rent will result in denial.
2. Twelve months of verifiable employment will be required if used as a source of income. Less than 12 months verifiable employment will require an additional security deposit or acceptable co-signer.
3. Applicants using self-employment income will have their records verified through the state corporation commission, and will be required to submit records to verify their income, which records may include the previous year's tax returns.
4. All Sources of Income, as defined by local and state law, will be considered.

RENTAL HISTORY CRITERIA

1. Twelve months of verifiable contractual rental history from a current unrelated, third party landlord, or home ownership, is required. Less than twelve months verifiable rental history will require an additional security deposit or acceptable co-signer.
2. Three or more notices for nonpayment of rent within one year will result in denial of the application.
3. Three or more dishonored checks within one year will result in denial of the application.
4. Rental history reflecting any past due and unpaid balances to a landlord will result in denial of the application.
5. Rental history including three or more noise disturbances or any other material non-compliance with the rental agreement or rules within the past two years will result in denial.

EVICTION HISTORY CRITERIA

Five years of eviction-free history is required. Eviction actions that were dismissed or resulted in a judgment for the applicant or when the applicant has provided supplemental evidence proving that they suffered a job loss due to no fault of their own will not be considered. If your eviction was related to a non-behavioral issue, you may provide supplemental evidence as instructed herein and that information will be considered.

EVICTION MORATORIUM PROTECTIONS

A prospective landlord may not take any adverse action based on a prospective tenant's nonpayment of rent that occurred between March 1, 2020 and six months following the expiration of the eviction moratorium (effectively the remainder of 2021).

MEDICAL HISTORY

A prospective landlord may not deny, discourage application for, or otherwise make unavailable any rental dwelling unit based on a tenant's or prospective tenant's medical history including, but not limited to, the tenant's or prospective tenant's prior or current exposure or infection to the COVID -19 virus.

A landlord or prospective landlord may not inquire about, consider, or require disclosure of a tenant's or prospective tenant's medical records or history, unless such disclosure is necessary to evaluate a reasonable accommodation request or reasonable modification request under RCW 49.60. 222.

CREDIT CRITERIA

1. Negative credit scoring or adverse debt showing on consumer credit report may result in denial or require additional security deposits or acceptable cosigners.
2. Ten or more unpaid collections (not related to medical expenses) will result in denial of the application.

BANKRUPTCIES

Chapter 7 Bankruptcies filed within one (1) year of the application or current pending bankruptcies will result in a denial of the application. Any negative or adverse debt showing on a consumer credit report within the last two (2) years (not related to educational or medical expenses) that is reported following a bankruptcy, or multiple bankruptcy filings will result in denial of the application. Applicants with a current Chapter 13 bankruptcy may be approved if the bankruptcy is over 3 years old, in good standing, and no negative or adverse debts have been established since.

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), or pending criminal charges that have not yet been adjudicated for any of the following crimes: 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 con- victed 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 residents, the landlord or the landlord's agent. Owner/Agent will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, has a Conviction or pending criminal charges that have not yet been adjudicated in their past which would disqualify them under these criminal conviction 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, applicant 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 single Conviction or pending criminal charges that have not yet been adjudicated for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

a) Felonies, where the date of disposition has occurred in the last 7 years, involving:

- Murder;
- Manslaughter;
- Arson;
- Rape;
- Kidnapping;
- Child sex crimes;
- Manufacturing or distribution of a controlled substance or other drug-related crime;
- Person crime;
- Sex offense;
- Crime involving financial fraud, including identity theft and forgery; or
- Any other felony 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.

b) 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 the date of disposition has occurred in the last 5 years.

c) 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 the date of disposition has occurred in the last 3 years.

d) Conviction of any crime that requires lifetime registration as a sex offender, or for which applicant is currently registered as a sex offender, will result in denial.

Criminal Conviction Review Process.

Owner/Agent will engage in an individualized assessment of the applicant's, or other proposed occupant's, Convictions if applicant has satisfied all other criteria (the denial was based solely on one or more Convictions) and:

(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 may include:

i) Letter from parole or probation office;
ii) Letter from caseworker, therapist, counselor, etc.;
iii) Certifications of treatments/rehab programs;
iv) Letter from employer, teacher, etc.
v) Certification of trainings completed;
vi) Proof of employment; and
vii) Statement of the applicant.

Owner/Agent will:

(a) 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.

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

(c) 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.

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Real Estate Brokerage in Washington

Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an "agent" and the seller/landlord and buyer/tenant is referred to as the "principal." For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.

For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm's designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.

For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm's designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.

For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker's designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker's designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.

Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

(1) Completion of performance by the broker;

(2) Expiration of the term agreed upon by the parties;

(3) Termination of the relationship by mutual agreement of the parties; or

(4) Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

(1) The term (duration) of the agreement;

(2) Name of the broker(s) appointed to act as an agent for the principal;

(3) Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);

(4) Whether the principal consents to limited dual agency;

(5) The terms of compensation;

(6) In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and

(7) Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

(1) To exercise reasonable skill and care;

(2) To deal honestly and in good faith;

(3) To timely present all written offers, written notices, and other written communications to and from either party;

(4) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;

(5) To account in a timely manner for all money and property received from or on behalf of either party;

(6) To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;

(7) To disclose in writing who the broker represents; and

(8) To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

(1) To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;

(2) To timely disclose to their principal any conflicts of interest;

(3) To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;

(4) To not disclose any confidential information from or about their principal; and

(5) To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

(1) To take no action that is adverse or detrimental to either principal's interest in a transaction;

(2) To timely disclose to both principals any conflicts of interest;

(3) To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;

(4) To not disclose any confidential information from or about either principal; and

(5) To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

(1) The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;

(2) The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and

(3) The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.

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