

6417 Penn Ave S, Ste 8 ATM-40 Minneapolis, MN 55423 (612) 263-9444 info@nwsproperties.com www.nwsproperties.com

# SCREENING CRITERIA/REQUIREMENTS

#### **Income**

Each applicant must demonstrate a minimum of 2.5 times the monthly rent of the proposed unit to ensure the applicant's ability to pay the monthly rent. However, an applicant will be allowed an exception to the income requirement if the applicant can demonstrate a history of successful rent payment with the same or lower ratio of income to rent.

If an applicant fails to meet the requirements of this section, NWS, at its sole discretion, may approve the applicant with conditions of prepayment of rent or additional security deposit in an amount not to exceed state law or local ordinances.

# **Evictions and Rental History**

Applicants must have a positive housing history. NWS strongly prefers at least 2 years of recent positive rental history verified by professional landlord references; however, insufficient rental history will not form a basis for denial unless the applicant in bad faith withholds rental history information that might otherwise form a basis for denial.

An applicant's eviction and rental history will be reviewed and considered as follows:

- a. An eviction action pursuant to Minnesota Statutes Chapter 504 or other equivalents in other states that occurred 3 or more years before the applicant submits the application will NOT form a basis for denial;
- b. An eviction action pursuant to Minnesota Statutes Chapter 504 or other equivalents in other states that did not result in a judgment entered against the applicant will NOT form a basis for denial;
- c. An eviction action pursuant to Minnesota Statutes Chapter 504 or other equivalents in other states that occurred less than 3 years from the date the applicant submits the application AND resulted in a judgment entered against the applicant WILL form a basis for denial.
- d. Verification, from a professional landlord reference, that applicant owes prior or current landlord for rent, damages, or related charges under lease agreement WILL form a basis for denial, unless the applicant obtained a judicial finding that the applicant is not responsible for the rent, damages, or related charges.

#### Credit

A credit report will be run on every applicant. A credit score, by itself, will not form the basis for denial, but information within the credit report may be used to form the basis of a denial of the application if the information in the credit report demonstrates a failure to pay rent or utility bills. Insufficient credit history will not form the basis for denial, unless the applicant in bad faith withholds credit history information that might otherwise form a basis for denial.

If an applicant fails to meet the requirements of this section, NWS, at its sole discretion, may approve the applicant with conditions of prepayment of rent or additional security deposit in an amount not to exceed state law or local ordinances.

# **Criminal History**

Any criminal history, NOT included in one of the exceptions below, will be a basis for denial. Prior to denying any applicant on the basis of criminal history, we will consider supplemental evidence provided by the applicant, if provided at the time of application submittal.

# Exceptions:

- a. Any arrest or charge that did not result in conviction of a crime;
- b. Participation in or completion of a diversion or a deferral of judgment program, including but not limited to pre-charge or pretrial diversion, stay of adjudication, continuance for dismissal, or continuance without prosecution;
- c. Any conviction that has been vacated or expunged;
- d. Any conviction for a crime that is no longer illegal in the state of Minnesota;
- e. Any conviction or any other determination or adjudication in the juvenile justice system, except under procedures pursuant to Minnesota Statutes Section 260B.130;
- f. A petty misdemeanor offense;
- g. Any misdemeanor, gross misdemeanor or felony conviction stemming from the following traffic offenses: reckless driving, driving without a license, driving with a suspended or revoked license, and DUI that did not result in additional charges for injury to a person;
- h. Any conviction for misdemeanor or gross misdemeanor offenses for which the dates of sentencing are older than 3 years;
- i. Except as indicated in paragraph (j) below, any criminal conviction for felony offenses for which the dates of sentencing are older than 7 years; however, an applicant may be denied on the basis of a conviction of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), or for those same offenses that mandate denial of tenancy in federally assisted housing subject to federal regulations, including but not limited to when any member of the household is subject to a lifetime sex offender registration requirement under a state sex offender registration program; or
- j. Any criminal conviction for the following felony offenses for which the dates of sentencing are older than 10 years: first-degree assault (Minnesota Statutes section 609.221), first-degree arson (Minnesota Statutes section 609.561), aggravated robbery (Minnesota Statutes section 609.245), first-degree murder (Minnesota Statutes section 609.185), second-degree murder (Minnesota Statutes section 609.19), third-degree murder (Minnesota Statutes 609.195), first-degree manslaughter (Minnesota Statutes 609.20), kidnapping (Minnesota Statutes section 609.25), or first-degree criminal sexual conduct (Minnesota Statutes section 609.342).

Age

Applicants must be 18 years of age or provide proof of emancipation.

Attitude

NWS reserves the right to refuse rental to anyone: (1) under the influence of illegal drugs or alcohol during the application process; (2) rude, belligerent, or using profanity when communicating with staff and employees; or (3) asked by staff to leave the premises and refuses.

**Fair Housing Statement** 

NWS is a fair housing provider and does not discriminate against persons on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity, sexual orientation, or age.

**Denial** 

Within 14 days of rejecting a rental application, NWS will notify the applicant in writing of the denial and identify the criteria the applicant failed to meet.

All applications, including credit verification and background checks, are processed by Rental History Reports. Rental History Reports is an agency that performs all screening activities for Northwoods Servicing. An applicant's credit history, criminal history, and application are kept confidential and are not disclosed to any other person or entity without the applicant's express authorization. Please direct all inquiries regarding your file to the following contact details:

Address: 7900 West 78th Street, Suite 400 Edina, Minnesota 55439

Telephone: (952) 545-3953 or (888) 389-4023 www.rentalhistoryreports.com/Applicant

PRE-LEASE DEPOSIT AGREEMENT

Management agrees that subject to the condition(s) listed below, this Prelease Deposit will be held by Management and upon acceptance of the applicant to the rental unit, the Prelease Deposit will be applied and converted to the Security Deposit according to Minn. Stat. 504B.175

1. If the applicant is approved and fails to sign a lease with Management by the Lease Beginning Date, the Prelease Deposit will not be refunded under any circumstances. The applicant understands whether or not they sign a lease for the unit that Management has detrimentally relied on the applicant's representations that they will sign a lease with Management by the Lease Beginning Date.

- 2. Prior to taking possession of the unit, the applicant must sign the lease and pay one full month's rent that is owed to Management upon move-in. The applicant understands that once Management accepts the person(s) in the rental unit that Management has taken the rental unit off the market and is no longer showing the rental property to prospective applicants whether a lease is signed or not.
- 3. Prelease deposits do not include the payment of a reasonable applicant screening fee. Once Management accepts the applicant to the rental unit, the Prelease Deposit is applied and converted to the Security Deposit (not the first month's rent) and is subject to the following provisions as well as Minnesota Statute section 504B.178:
  - All rent and other amounts due under the lease have been paid in full;
  - Each and every provision of the lease has been fully performed;
  - The proper "Notice to Vacate" was given;
  - No damage to the property beyond normal wear and tear;
  - No permanently attached fixtures have been removed from the premises;
  - All keys and Landlord property are returned;
  - All debris, rubbish, and discards, are placed in proper rubbish containers and are removed from the property;
  - All appliances, floors and windows have been cleaned and approved by Management;
- 4. The tenant furnishes a mailing address or delivery instructions. If no mailing address or delivery instructions are left with Management, tenant understands that the security deposit itemization letter and security deposit, less any amount of the security deposit that is withheld in accordance with applicable Minnesota statutes, will be mailed in an envelope, postage prepaid to the tenant's last known address. It is the tenant's responsibility to either forward a new address or forward his/her mail at his/her last known address so that management can forward the security deposit itemization and the tenant will receive the same.
- 5. Until a mailing address or delivery instructions is received by Management, the 3-week period to return a security deposit itemization does not begin to toll.
- 6. Interest to be computed on the security deposit according to Minnesota law;
- 7. Any 3rd-party fees generated from processing the pre-lease deposit, such as credit card fees or PayPal fees, are considered administrative fees that are separate from and in addition to the prelease deposit. Administrative fees will not be refunded under any circumstances and will not be applied to the security deposit under any circumstances.

- 8. This document becomes part of the lease and is an addendum to the lease once the pre-lease deposit is converted to the security deposit.
- 9. When approved and accepted, the applicant agrees to sign a lease before possession is given and to pay the first month's rent upon signing lease or taking possession.
- 10. Management will return the Prelease Deposit to the applicant only if: (a) Management rejects the Applicant's application or (b)Management cannot deliver possession due to another tenant's unlawful holdover in the premises. "Return" means postmarked within 7 days of the occurrence of either (a) or (b), except that upon the applicant's request, Management may destroy the payment or hold it for retrieval by the applicant instead of returning it by mail.
- 11. The applicant agrees not to make any claim for damages by reason of non-acceptance of their application or this agreement. When the lease is signed by Management and Applicant, the Prelease deposit is applied and converted to the Security Deposit and subject to the terms and conditions of this document and further subject to the terms and conditions of the lease, community policies, and the published rules and regulations of Management. Management is a fair housing provider and does not discriminate against persons on the basis of race, color, creed, national origin, sex, marital status, with regard to public assistance, disability, familial status, gender identity, sexual orientation, or age.
- 12. Applicant acknowledges reading this document in its entirety and a copy of this agreement will be placed in the tenant file or mailed to the applicant at the address so identified and that the applicant has been duly informed that said property is operated by Northwoods Servicing.
- 13. The applicant authorizes Northwoods Servicing to do a complete investigation of all information provided in the application submitted. The signature below authorizes any company listed in the application to release rental, job history (including salary) and criminal record information.
- 14. THE APPLICANT UNDERSTANDS THAT IF THE APPLICANT CHANGES THEIR MIND ABOUT RENTING THE PROPERTY, THE PRELEASE DEPOSIT WILL NOT BE REFUNDED UNLESS MANAGEMENT REJECTS THE APPLICATION, THE APPLICANT IS CAUTIONED NOT TO SUBMIT A PRELEASE DEPOSIT UNLESS HE/SHE IS ABSOLUTELY CERTAIN HE/SHE DESIRES TO RENT THE PROPERTY.

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Matthew Brawner

President

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