

### Pass/Fail Membership

Thank you for your interest in our Pass/Fail (P/F) Membership. Our P/F *Express Report* is designed for Landlords and Property Managers who do not want to have an on-site inspection (annually for private landlords) meet other Federal Criteria and pay additional fees. The P/F is for the credit portion of the report only; you will still have full access to Criminal Records, Eviction records, Identity and address verification, Social Security Number verification, a **Rental Payment Score** (RPS) worksheet, and access to most common forms used by landlords(additional fee) and much more.

As a Pass/Fail Member you would fill out your Criteria Form.. There are instructions for filling out the form. We keep the Criteria form on file, when you request a report we will compare your applicant's credit to your criteria and let you know what criteria your applicant passes or fails. You can change the criteria at any time by submitting a new form. We cannot give you specific information from the credit report. The report will show a Pass or Fail decision only for each criteria.

#### Pass Fail Member Checklist (Credit Bureau Requirements)

- Complete the on-line Pass/Fail Membership application There is a one-time \$40 charge for lifetime membership. Now only \$25!
- Verification of rental property ownership This can be a copy of the property title, property tax record or property insurance certificate.
- > Photo Copy of Driver's License Military ID or Passport accepted(copy with cell phone and email: research@researchinc.net
- Identity verification This is done over the phone with a RRI representative. We will contact you as soon as we process your application.
- > Address verification Verified when we charge your credit card for the Membership Fee.

Name:	I am a:	Busine	ss Name (End U	ser Disclos	ure)	
Mailing & Billing Address	s:	City	, County	, St	Zip:	
Physical Address (if diffe	erent)	City	, County	, St,	Zip:	
Phone:	E-Mail:	Fax:				
Existing RRI Account Nu	umber, if any:	Preferred Password:				
Federal Tax ID/Busines	s License, Agent License,	if any				
Other persons Authorize	ed to CHARGE on this acc	ount:				
	Addre	ss/s of Rental Property Own	<i>ed/Managed</i> :			

I hereby certify that I am the owner/manager of residential rental units. I understand that Rental Research Inc. is a reporting service specializing in Landlord/Tenant information, regulated by Federal Law (some states may have additional state or local laws) to which I must adhere. I have received excerpts of the Federal Law (see back of this form), understand them, and will abide by and make them known to those working under my supervision. I take responsibility for knowing about and complying with any other state or local laws.

I certify that any information sought by me from Rental Research Inc. will be used for the sole purpose of evaluating the reliability and credit worthiness of a tenant applying for housing and I have in my possession a signed Rental Research Inc. application authorizing the screening process. I further agree to not disclose any information I receive from Rental Research Inc. to the applicant or any other third party, which complies with the provisions of Public Law #91-508, the Fair Credit Reporting Act. I will keep applications and reports in a locked secure location and not allow access to any unauthorized person. I agree that I will not resell credit or any other information obtained from Rental Research Inc.

I understand that Rental Research Inc. gathers information from other services, bureaus, individuals, financial institutions, and government agencies over which it has no control, and therefore cannot guarantee the accuracy or completeness of such information. Any information furnished is in response to an inquiry for the purpose of evaluating credit risks and has been obtained from sources,

which are deemed reliable. The Member agrees to indemnify Rental Research Inc., Trans Union Inc., Experian, and any source Rental Research Inc. from which it gets information, for errors, mistakes, or any damage arising from the acquisition, distribution or misuse of this information, and all reports are furnished in reliance upon that indemnity. I agree to have signed permission from an applicant before requesting credit information from Rental Research Inc. and will forward that permission to Rental Research Inc. when requesting a report. I agree to keep the permission records and reports in a secure locked location for at least five (5) years and make them available on request from Rental Research Inc.

I understand I will be charged for each report which I or those authorized above submit to Rental Research Inc., which fees I may elect to pass on to the applicant, and that Rental Research Inc. may from time to time adjust these fees at its discretion. I also understand that I will be charged a \$25 Late Charge Fee that will be added to my account, each month, for balances past 30 days. I also agree to pay reasonable attorney and/or collection fees if my account should go to collection. Rental Research Inc. requires an Email Address and a secure fax machine or a Computer/Scanner.

Signature:	Date:	Please Charge My	Card
	Date	Card Number #	
		Expiration Date:	Total <u>:\$25.00</u>
		Signature:	Date:

# FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

§ 604. Permissible Purposes of Reports - § 607. Compliance Procedures

§ 615. Requirement on users of consumer reports

§ 616. Civil liability for willful noncompliance

§ 617. Civil liability for negligent noncompliance

§ 619. Obtaining information under false pretenses

§ 621. Administrative Enforcement

§ 623. Responsibilities of Furnishers of Information to Consumer

Reporting Agencies - § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers. As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes. We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate. We support consumer-reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

Signature:	Date:	

## **End User Certification of Compliance**

California Civil Code – Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met: Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name." Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail." Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, \_\_\_\_\_ ("End User") hereby certifies to Consumer Reporting Agency as follows: (Please select one)

End User **(IS) (IS NOT)** a retail seller, as defined in Section 1802.3 of the California Civil Code("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller. If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

End User:	Title:			

Signature:

Date:

### <u>RCW 59.18.257 (Revised Code of Washington)</u> <u>Screening of Tenants</u>

### Costs — Notice to tenant — Violation.

(1) If a landlord uses a tenant screening service, then the landlord may only charge for the costs incurred for using the tenant screening service under this section. If a landlord conducts his or her own screening of tenants, then the landlord may charge his or her actual costs in obtaining the background information, but the amount may not exceed the customary costs charged by a screening service in the general area. The landlord's actual costs include costs incurred for long distance phone calls and for time spent calling landlords, employers, and financial institutions.

(2) A landlord may not charge a prospective tenant for the cost of obtaining background information under this section unless the landlord first notifies the prospective tenant in writing of what a tenant screening entails, the prospective tenant's rights to dispute the accuracy of information provided by the tenant screening service or provided by the entities listed on the tenant application who will be contacted for information concerning the tenant, and the name and address of the tenant screening service used by the landlord.

(3) Nothing in this section requires a landlord to disclose information to a prospective tenant that was obtained from a tenant screening service or from entities listed on the tenant application which is not required under the federal fair credit reporting act, 15 U.S.C. Sec. 1681 et seq. Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In accessing consumer credit services, you agree to follow these measures.

- 1. You must protect your account number and password so that only key personnel <u>employed by your company</u> know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.
- 2. System access software, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, your password should be changed immediately.
- 3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be an employee of your credit provider.
- 4. Restrict the ability to obtain credit information to a few trained key personnel.
- 5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
- 6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
- 7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
- 8. Shred or destroy all hard copy consumer reports when no longer needed.
- 9. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
- 10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. You or your employees may not access their own reports. Nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

<u>Record Retention</u>: The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, Experian requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, Authorities will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.

"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."

I agree to implement and adhere to the above controls.

Ν	lame:							

\_\_ Signature:\_\_\_\_\_

Date:\_\_\_\_\_



# Pass/Fail Criteria

Rev 3/2013

#### You may revise your criteria by sending us a new form.

# You may fill in any or all of the following criteria. If you do not want particular criteria, please mark it as N/A—not applicable..

The Pass/Fail Criteria Form can be filled out for each of your rental unit types. We recommend you are consistent with your criteria for all applicants applying to rent the same unit. However, it is reasonable for you to have different criteria for different rental units. For example, your criteria might be stricter for an upper end house than for a studio apartment. Individual landlords will have widely varying standards.: Below is the criteria and some information and why it may be important to you.

#### 1. Name and Social Security Number must match on Credit Report.

#### Yes, must match:

Name and Social Security Number Matches Credit Report. This is important because it helps identify the individual. We suggest you see their Driver's License (request our Driver's License Identity guide) and make a copy/take a picture of the Driver's License.

#### 2. Credit Score is at least \_\_\_\_\_. No Credit Score due to insufficient information is "OK"

Credit scores range from 330 - 850. 850 is the best. Some applicants do not have enough credit history to have a score. Especially younger applicants just starting out. The average score is somewhere in the mid to high 600's. The average renter tends to have a slightly lower score (mid to high 500's)

#### 3. Not more than \_\_\_\_\_\_ unpaid collection accounts.

. Most landlords would like to see their prospective tenant have few (if any) accounts, which have been sent to collection--but sometimes there are disputes, and special circumstances. Unpaid collection accounts are worse than paid collection accounts. If they are paying their collections it shows they are trying to catch up.

#### 4. Not more than \_\_\_\_\_ late payments on accounts.

If they are paying their creditors late, it may be an indication they are struggling financially. You may want to limit your prospective applicants to having been late no more than 4 or 5 times. Remember, late payments stay on the credit report up to seven (7) years.

#### 5. Not more than \$\_\_\_\_\_\_ total due on Non-Medical collections and other Public Records.

Public records include unpaid collections and judgments (people and companies who have sued your applicant for money). You may want to put a relatively low dollar amount on this, as thousands of dollars in judgments may leave your applicant vulnerable to wage garnishments that could hinder their ability to pay the rent, or even push them towards bankruptcy.

#### 6. Not more than \$\_\_\_\_\_ total due on Medical collections.

Some landlords look at medical collections differently than other accounts in collection. Many people don't have adequate medical coverage, and find themselves in unexpected emergency medical situations. However, you may want to put a dollar limit on outstanding medical collections to ensure your prospective renter doesn't get in too deep to meet their other financial obligations.

#### 7. No Bankruptcy Filings within the past \_\_\_\_\_\_ years, and they must be Discharged.

Many landlords would like to see their applicant at least one to two years past any bankruptcy filing. However, some may feel that a renter who has just discharged a bankruptcy is a good risk, as they have a "clean slate" and fewer monthly obligations. We recommend you never rent to an applicant with an undercharged (open) bankruptcy. New obligations can be added to a bankruptcy up until the discharge date, so a renter could move in, get behind and add the past due rent into the bankruptcy filing

#### 8. Not more than \_\_\_\_\_\_ accounts closed or written off by vendor.

This is referring to accounts that have been "charged-off" as a loss--the creditor made attempts to collect, and eventually "gave up" and wrote it off as a loss. You can choose to fill in any or all of the criteria. You can keep it simple, and just choose one or two if you like. Also, please keep in mind that the final decision about renting to them is yours. The Fair Housing Laws are a factor. As a landlord/manager you must have an understanding of them. We will tell you whether your applicant Passes or Fails your credit criteria-you still have the option to rent to them.

RRI Account#	Name:	Rental Address:	Date:
Signature:			