

Boardman Rental Report

This report will outline the cost of rental apartment units in Boardman, how rent and income for Boardman compare over time and examples of rent protections.



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01.26.23

Updated: 09.17.23, 11.04.23, 1.21.24

For consideration by the Boardman City Council

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INTRODUCTION

Hello! My name is Stephen Fuss and I have lived in Boardman for about 3.5 years, and am in my fourth year of teaching at Sam Boardman Elementary School. I also rent a 1-bedroom apartment at the Portview Apartments and have been there for the same amount of time. In this report I am going to cover the rental availability of apartment complexes, the median average income and various rent data since 2020 for our area, and how the cost of rent at rental complexes in Boardman is potentially no longer affordable for the average citizen. This is an updated version from the one I gave last year in March 2023.

PRESENTATION GOAL

This presentation was created in order to continue the conversation about and persuade the Boardman City Council to add either a clause defining “affordable housing” or a clause regulating rent increases to the City Municipal code.

MATERIALS

1. The Google Search engine on a computer.
2. A Notepad and pencil.
3. Google Sheets
4. Google Docs

PROCEDURE

1. Research the rent costs/availability around the city of Boardman.
2. Look at, and compare the cost of rent versus income in our area over time by calculating the percentage of the median annual income that the rent is consuming for each year.
3. Look at the current Oregon statewide rent protections, and various cities’ codes related to rent protection for possible examples.

DATA

Rental Complex/Houses Info for Boardman, Oregon¹

Name of Complex	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Qualifies for Senate Bill 611 ²³
302 Main St	NA*					Yes
Boardman Trail Apartments	NA	NA	NA	NA	NA	No
Castle Rock Apartments		Determined by Family Size and Income	Determined by Family Size and Income	Determined by Family Size and Income	Determined by Family Size and Income	No
Catalina Villa	NA	NA	NA	NA	NA	
Columbia View	NA	NA	NA	NA	NA	Yes
Columbia Villa Apartments NW		NA	NA			Yes
Maple Crest Apartments			NA	NA		Yes
Morrow Estates		NA	NA	NA	NA	
Portview Apartments	\$1145-\$1235	\$1220	\$1417-1487	\$2175		No
Sagebrush Affordable Housing			NA	NA		
Tidewater Apartments		\$1400-\$1470	\$1875	\$2425		No
425 Malhi Ln			\$1120			
331 Boardman Ave NW			\$650			
212 NE Anderson Cir		\$385				Yes
809 CLarence				\$2250		

*NA- No Availability

¹ See References for sources

² Based on Age of Property

³ See attached Senate Bill for full qualifications: Amended by Senate Bill 611

Median Income, Fair Market Rent, and Median Rent For Boardman Over Time⁴

Year	Median Average Income for Boardman	Median Average Income of Household for Boardman	Fair Market Rent For Morrow County (One Bedroom)*	Fair Market Rent For Morrow County (Two Bedroom)*	Median Rent For Boardman (One Bedroom)*	Median Rent For Boardman (Two Bedroom)*
2020	\$31000	\$59400	\$654	\$861	\$709	\$934
2021	\$31700	\$61700	\$691	\$911	\$726	\$957
2022		\$60911	\$730	\$960	\$780	\$1026
2023		\$62545	\$716	\$943	\$784	\$1032
2024			\$708	\$915	\$789	\$1020

*Monthly rent

Portview Rent Over Time⁵

Year	One Bedroom Monthly Base Rent*	Rent Increase Percent from Previous Year	Monthly Gross Income to Qualify	Two Bedroom Base Rent**	Rent Increase Percent from Previous Year	Monthly Gross Income to Qualify
2020	\$950		\$2850			
2021	\$1091	15%	\$3273	\$1475		\$4350
2022	\$1320	21%	\$3960	\$1617-\$1694	10%-15%	\$4851-\$5082
2023	\$1220	-.08%	\$3660	\$1417-\$1494	-12%	\$4251-\$4482
2024	\$1150-1220	0%	\$3450-3660	\$1417-\$1494	0%	\$4251-\$4482

*Based on S. Fuss Personal Rent Costs and Portview Advertised Rent Costs. **Based on T. Volpi Personal Rent Costs and Portview Advertised Rent Costs.

⁴ See References for Sources

⁵ Numbers based on an Sept 1-Sept 1 Leasing Cycle

Portview Annual Rent Vs Median Average Income for Boardman

Year	One Bedroom Annual Base Rent*	Percent of Median Average Income taken by Rent Cost**	Percent of Median Average Income for Household taken by Rent Cost**	TwoBedroom Annual Base Rent*	Percent of Median Average Income taken by Rent Cost**	Percent of Median Average Income for Household taken by Rent Cost**
2020	\$11400	37%	19%			
2021	\$13092	41%	21%	\$17700	56%	29%
2022	\$15840	50%	26%	\$20328	64%	34%
2023	\$14640	46%	24%	\$17004	54%	28%
2024	\$14640	46%	24%	\$17004	54%	28%

*Took Monthly Income from previous table and multiplied it by 12 **See previous chart for MAI and MAIH (Numbers for 2022-20204 are based on the 2021 Data)***ND- No Data

Minimum Wage for Non-Urban Area vs Properties managed by Affinity Property Management Company Rent

Year	Minimum Wage (dollar per hour)*	Annual Income Before Tax (40 hr work week x52)	Portview Annual Base Rent**	Portview percent of Annual Income taken by Rent	Tidewater Annual Base Rent**	Tidewater percent of Annual Income taken by Rent
2020	\$11.50	\$19,320	\$11400	59%		
2021	\$12.00	\$24,960	\$13092	52%		
2022	\$12.50	\$26,000	\$15840	60%		
2023	\$13.20	\$27,456	\$14640	53%	\$16,800	61%
2024	\$13.50	\$28,080	\$14640	52%	\$16,800	60%

*For a Non-Urban Center **One Bedroom Rent

States and Cities with Rent Controls already in place or in progress⁶

- California
 - Los Angeles: City Code Chapter 15
 - San Francisco
 - Oakland: City Code Chapter 8.22⁷: Owners may increase rents only for increases based on the CPI Rent Adjustment or Banking, or by filing a petition to increase rent in excess of that amount.
 - Palm Springs
 - Many others
- Colorado (In Progress)
- Florida (In Progress)
- Massachusetts
 - Boston: In progress
- Minnesota: In progress
- New Jersey
 - Montclair: In progress
- New York
 - New York City: Title 26 Chapter 3
- Oregon: Senate Code 611: Cannot Raise rent more that 7% + annual inflation
 - Portland: City Code Chapter 30⁸ : Affordable Housing costs no more than 30% of Gross Household Income for rent and utilities.
 - Eugene: Ordinance 20694

⁶ See References for Sources

⁷ See attached City Code

⁸ See Attached City Code

RESULTS

- Portview Apartments, Tidewater Apartments and Castle Rock Apartments are currently the only complexes with availability out of the 10 current complexes
 - 2-Bedroom and 3-Bedroom units are the most common apartment units in town.
- Monthly rent at Tidewater Apartment for a 1-bedroom unit is around 1400\$ for while Fair Market Rent and Median Rent for the same unit is under that by a margin of around \$700\$
- Many cities and states already have, or are pursuing some sort of rent control/stabilization/protections.
- Portview Apartments, and Tidewater Apartments are no longer affordable to the average citizen as the annual base rent consumes between 30%-70% of the Median Average Income for Morrow County.
- Portview Apartments (according to Tori Griggs in July of 2023) is the 2nd most expensive complex in the state of Oregon, now the third most expensive as Tidewater is 200\$+ more in cost.

CONCLUSION

The still high demand for rental spaces, as well as the newly added to supply in Boardman has contributed to furthering the housing inequalities and shortages in our community. It has also allowed Affinity Property Management Company (APMC) which manages the Portview and Tidewater Apartments to have a monopoly on the rental market here in town. Adding a “Rental Protection” ordinance and a clause defining “affordable housing” to the city municipal or building codes, or city charter will keep this management company, and others like it, from taking advantage of current and potential renters, and help the growth of Boardman by attracting said potential renters and homeowners. Furthermore it will give the current renters of Boardman peace-of-mind when deciding whether to renew their leases or choose a different housing option. Thank you all for your time, consideration, and support.

REFERENCES

1. Apartment Info

https://morrowstates.viridianmgt.com
https://sagebrush.boardman.viridianmgt.com/amenities
https://www.apartmentfinder.com/Oregon/Boardman-Apartments/Maple-Crest-Apartments-rsfwk30
https://www.apartmenthomeliving.com/apartment-finder/302-Main-St-Boardman-OR-97818-6186546
https://www.apartments.com/maple-crest-boardman-or/jrfkp34/
https://www.portviewapts.com
https://www.rentcafe.com/apartments-for-rent/us/or/boardman/?DetailsPreview=1350547
https://www.rentcafe.com/apartments/or/boardman/port-view-apartments/default.aspx
https://www.rentcafe.com/housing/or/boardman/morrow-estates/default.aspx
https://www.umatillacountyhousing.org/programs/properties/index.php
https://www.umatillacountyhousing.org/programs/properties/index.php
https://www.zillow.com/boardman-or/apartments/?searchQueryState=%7B%22pagination%22%3A%7B%7D%2C%22isMapVisible%22%3Atrue%2C%22mapBounds%22%3A%7B%22west%22%3A-120.26295890039063%2C%22east%22%3A-119.31538809960938%2C%22south%22%3A45.49062795674556%2C%22north%22%3A46.040514539740826%7D%2C%22regionSelection%22%3A%5B%7B%22regionId%22%3A9675%2C%22regionType%22%3A6%7D%5D%2C%22filterState%22%3A%7B%22fr%22%3A%7B%22value%22%3Atrue%7D%2C%22fsba%22%3A%7B%22value%22%3Afalse%7D%2C%22fsbo%22%3A%7B%22value%22%3Afalse%7D%2C%22nc%22%3A%7B%22value%22%3Afalse%7D%2C%22cmsn%22%3A%7B%22value%22%3Afalse%7D%2C%22auc%22%3A%7B%22value%22%3Afalse%7D%2C%22fore%22%3A%7B%22value%22%3Afalse%7D%2C%22sf%22%3A%7B%22value%22%3Afalse%7D%2C%22tow%22%3A%7B%22value%22%3Afalse%7D%2C%22mf%22%3A%7B%22value%22%3Afalse%7D%2C%22land%22%3A%7B%22value%22%3Afalse%7D%2C%22manu%22%3A%7B%22value%22%3Afalse%7D%7D%2C%22isListVisible%22%3Atrue%7D

2. Affordability

https://datacommons.org/tools/timeline#&place=geold/4107200&statsVar=Median_Income_Household
https://datacommons.org/tools/timeline#&place=geold/4107200&statsVar=Median_Income_Household
https://datacommons.org/tools/timeline#place=geold%2F4107200&statsVar=Median_Income_Household_Median_Income_Person&chart=%7B%22income%22%3A%7B%22pc%22%3Afalse%7D%7D
https://www.apartmentfinder.com/Oregon/Boardman-Apartments
https://www.apartmenthomeliving.com/boardman-or
https://www.apartments.com/boardman-or/?bb=sr-rojo3zPh9vihzC
https://www.rentcafe.com/apartments-for-rent/us/or/boardman/?geopicker_type=viewport&viewport=-120.02862381287358,45.63000400247646,-119.59397720642826,45.85761774787086&zoom=11
https://www.rentdata.org/morrow-county-or/2023
https://www.oregon.gov/boli/workers/pages/minimum-wage-schedule.aspx
https://www.ushousingdata.com/fair-market-rents/morrow-county-or

3. Rent Protections/Stabilization

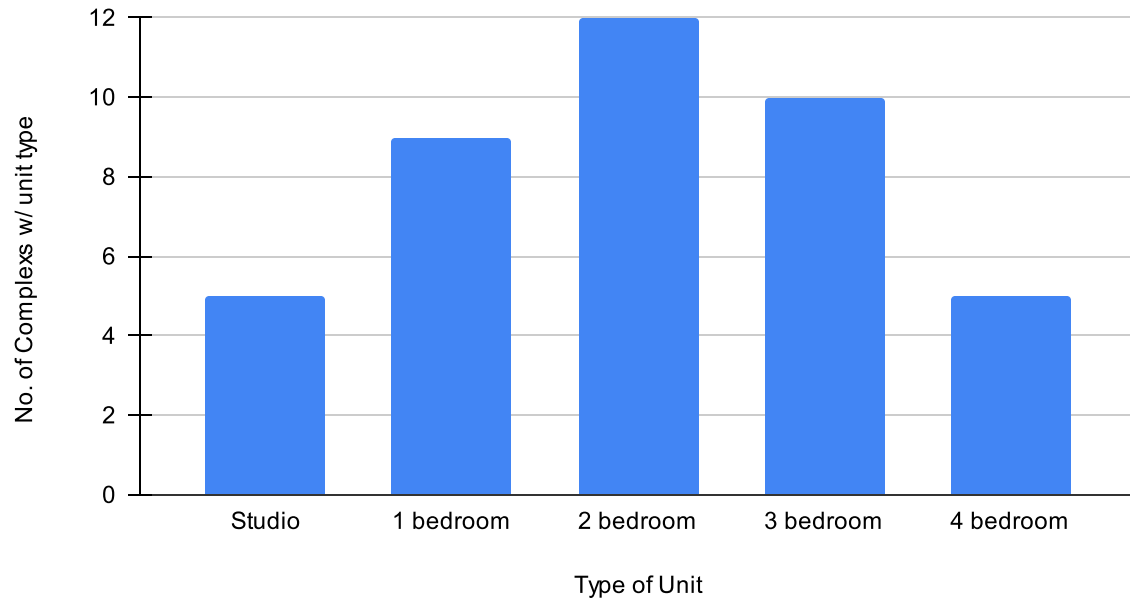
https://bungalow.com/articles/oregons-rent-control-law-explained
https://olis.oregonlegislature.gov/liz/2019R1/Downloads/MeasureDocument/SB608/Enrolled
https://www.businessinsider.com/states-cities-rent-control-stop-landlords-raising-prices-tenants-evictions-2022-3#florida-3
https://www.tenantstogether.org/resources/list-rent-control-ordinances-city

Attached Rent Protection examples in order:

1. Oregon Senate Bill 611
2. Portland City Code Chapter 30
3. Oakland City Code Chapter 8.22

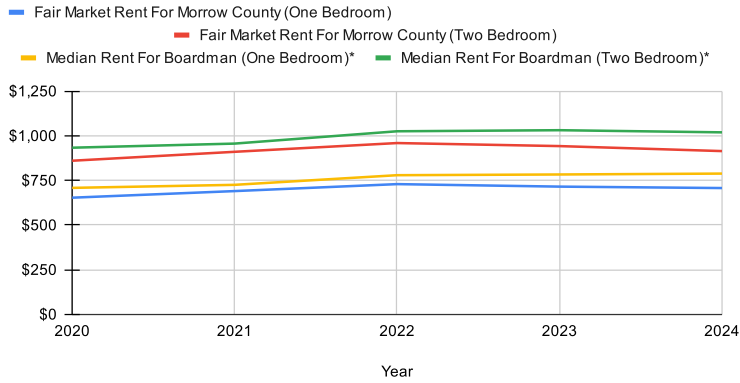
Most Common Type of Apartment Unit	
Type of Unit	No. of Complexes w/ unit type
Studio	5
1 bedroom	9
2 bedroom	12
3 bedroom	10
4 bedroom	5

Comparing Types of Rental Unit Types Across Boardman



Fair Market and Median Rent for Boardman/Morrow County				
Year	Fair Market Rent For Morrow County (One Bedroom)	Fair Market Rent For Morrow County (Two Bedroom)	Median Rent For Boardman (One Bedroom)*	Median Rent For Boardman (Two Bedroom)*
2020	\$654	\$861	\$709	\$934
2021	\$691	\$911	\$726	\$957
2022	\$730	\$960	\$780	\$1,026
2023	\$716	\$943	\$784	\$1,032
2024	\$708	\$915	\$789	\$1,020

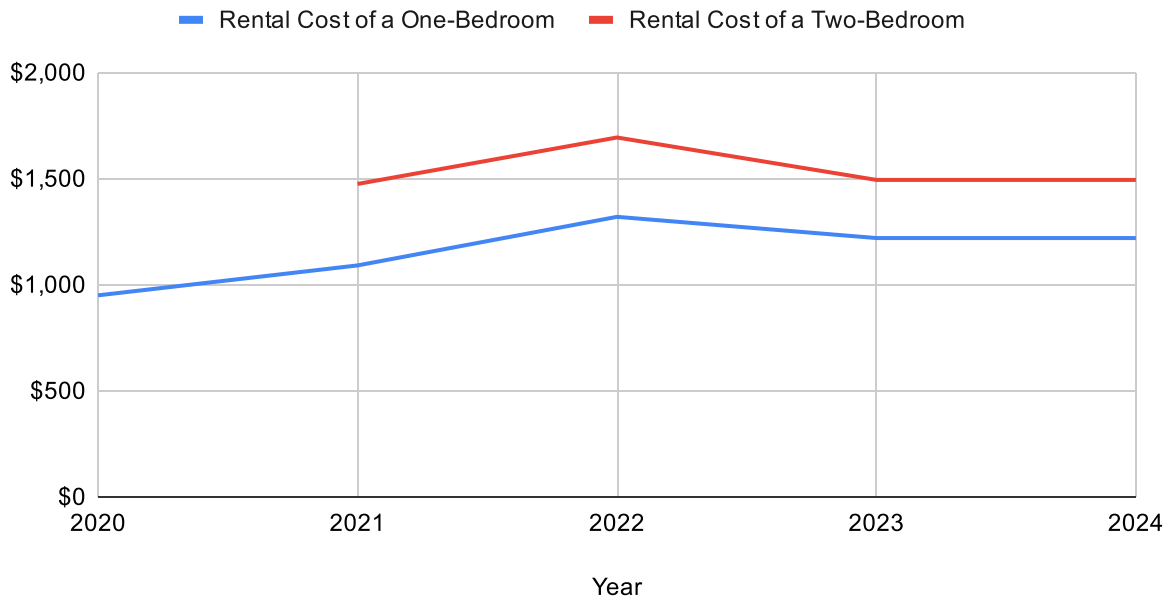
Fair Market and Median Rent for Boardman/Morrow County



Portview Rental Costs Over Time

Year	Rental Cost of a One-Bedroom	Rental Cost of a Two-Bedroom
2020	\$950	
2021	\$1,091	\$1,475
2022	\$1,320	\$1,694
2023	\$1,220	\$1,494
2024	\$1,220	\$1,494

Portview Apartment Rental Costs Over Time



CHAPTER 226

AN ACT

SB 611

Relating to residential tenancies; creating new provisions; amending ORS 90.323, 90.324, 90.600 and 90.643; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

NOTE: Sections 1 and 2 were deleted by amendment. Subsequent sections were not renumbered.

SECTION 3. ORS 90.324 is amended to read:

90.324. (1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed by ORS 90.323 [(3)] (2) or 90.600 [(2)] (1) for the following calendar year as [seven] **the lesser of:**

(a) **Ten percent; or**

(b) **Seven percent plus the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor.**

(2) No later than September 30th of each year, the Oregon Department of [Administration] **Administrative Services** shall publish the maximum annual rent increase percentage calculated pursuant to subsection (1) of this section, along with the provisions of ORS 90.323 and 90.600, in a press release.

(3) The department shall maintain publicly available information on its website about the maximum annual rent increase percentage for the previous calendar year and for the current calendar year and, on or after September 30th of each year, for the following calendar year.

SECTION 4. ORS 90.323 is amended to read:

90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent without giving the tenant written notice at least seven days prior to the effective date of the rent increase.

[(2) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.]

[(3)] (2) During any tenancy other than week-to-week, the landlord may not increase the rent:

(a) During the first year after the tenancy begins.

(b) At any time after the first year of the tenancy without giving the tenant written notice at least 90 days prior to the effective date of the rent increase.

(c) **More than once in any 12-month period.**

[(c)] (d) [During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent] Except as permitted under subsection [(7)] (5) of this section[,], **by a percentage greater than the maximum calculated under ORS 90.324 (1).**

[(4)] (3) The notices required under this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection [(7)] (5) of this section, if the increase is above the amount allowed in subsection [(3)(c)] (2)(d) of this section; and

(d) The date on which the increase becomes effective.

[(5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.]

[(6)] (4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may not [reset] **charge** rent for the next tenancy in an amount greater than [seven percent plus the consumer price index above the previous rent] **the maximum amount the landlord could have charged the terminated tenancy under this section.**

[(7)] (5) A landlord is not subject to subsection [(3)(c) or (6)] (2)(d) or (4) of this section if:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:

(A) Does not increase the tenant's portion of the rent; or

(B) Is required by program eligibility requirements or by a change in the tenant's income.

[(8)] (6) A landlord that increases rent in violation of subsection [(3)(c) or (6)] (2)(d) or (4) of this section is liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

(7) **This section does not apply to tenancies governed by ORS 90.505 to 90.850.**

SECTION 5. ORS 90.600 is amended to read:

90.600. [(1) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.]

[(2)] (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

(a) Without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase; [and]

[(b) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent]

(b) More than once in any 12-month period;
or

(c) By a percentage greater than the maximum calculated under ORS 90.324 (1).

[(3)] **(2)** The written notice required by subsection [(2)(a)] **(1)(a)** of this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection [(4)] **(3)** of this section, if the increase is above the amount allowed in subsection [(2)(b)] **(1)(c)** of this section; and

(d) The date on which the increase becomes effective.

[(4)] **(3)** A landlord is not subject to subsection [(2)(b)] **(1)(c)** of this section if:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:

(A) Does not increase the tenant's portion of the rent; or

(B) Is required by program eligibility requirements or by a change in the tenant's income.

[(5)] **(4)** A landlord that increases rent in violation of subsection [(2)(b)] **(1)(c)** of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

[(6)] **(5)** This section does not create a right to increase rent that does not otherwise exist.

[(7)] **(6)** This section does not require a landlord to compromise, justify or reduce a rent increase that the landlord otherwise is entitled to impose.

[(8)] **(7)** Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant challenge of a rent increase, judicially or otherwise.

[(9)(a)] **(8)(a)** The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days.

(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection.

SECTION 6. The amendments to ORS 90.323, 90.324 and 90.600 by sections 3 to 5 of this 2023 Act apply to rent increase notices given on or after the effective date of this 2023 Act.

SECTION 7. ORS 90.643 is amended to read:

90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is converted pursuant to ORS 92.830 to 92.845:

(a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of any tenancy on any space in the park or any lot in the planned community subdivision of manufactured dwellings.

(b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling park ceases to exist, notwithstanding the possibility that four or more lots in the planned community subdivision may be available for rent.

(2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes the park as a result of the conversion, ORS 90.645 applies to the closure.

(3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not close the park as a result of the conversion:

(a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2), the landlord shall pay the tenant as provided in ORS 90.645 (1).

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

(A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the use and occupancy of the subdivision lot until the declarant turns over administrative control of the planned community subdivision of manufactured dwellings to a homeowners association pursuant to ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws, rules and regulations of the homeowners association at least 60 days before the turnover meeting described in ORS 94.609.

(B) ORS 90.530 applies regarding pets.

(C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

(D) ORS 90.600 [(2) to (8)] (1) to (7) applies to an increase in rent.

(E) ORS 90.620 applies to a termination by a tenant.

(F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in the planned community subdivision occupied by a tenant to someone other than the tenant is a good cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the landlord must give written notice of termination that states the cause of termination at least 180 days before termination.

(G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition of the manufactured dwelling.

(H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

(I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot also.

(J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680 or 90.765.

(K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

(L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a habitable condition.

(M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

(N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political signs.

(O) ORS 90.765 applies to retaliatory conduct by a landlord.

(P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Community Services Department about disputes.

SECTION 8. This 2023 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2023 Act takes effect on its passage.

Approved by the Governor July 6, 2023

Filed in the office of Secretary of State July 13, 2023

Effective date July 6, 2023

Senate Bill 611

Sponsored by Senator CAMPOS, Representatives VALDERRAMA, NERON, Senator GELSER BLOUIN, Representative GAMBIA; Senator DEMBROW, Representatives CHAICHI, HUDSON, MCLAIN, PHAM K (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Increases amount residential landlord owes tenant for landlord-cause termination of tenancy.
Limits annual rent increases.
Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS 90.323, 90.324, 90.427,
3 90.600 and 90.643; and declaring an emergency.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 90.427 is amended to read:

6 90.427. (1) As used in this section:

7 (a) "First year of occupancy" includes all periods in which any of the tenants has resided in the
8 dwelling unit for one year or less.

9 (b) "Immediate family" means:

10 (A) An adult person related by blood, adoption, marriage or domestic partnership, as defined in
11 ORS 106.310, or as defined or described in similar law in another jurisdiction;

12 (B) An unmarried parent of a joint child;

13 (C) A child, grandchild, foster child, ward or guardian; or

14 (D) A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A)
15 or (B) of this paragraph.

16 (2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy
17 by a written notice given to the other at least 10 days before the termination date specified in the
18 notice.

19 (3) If a tenancy is a month-to-month tenancy:

20 (a) At any time during the tenancy, the tenant may terminate the tenancy by giving the landlord
21 notice in writing not less than 30 days prior to the date designated in the notice for the termination
22 of the tenancy.

23 (b) At any time during the first year of occupancy, the landlord may terminate the tenancy by
24 giving the tenant notice in writing not less than 30 days prior to the date designated in the notice
25 for the termination of the tenancy.

26 (c) Except as provided in subsection (8) of this section, at any time after the first year of occu-
27 pancy, the landlord may terminate the tenancy only:

28 (A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),
29 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

30 (B) For a qualifying landlord reason for termination and with notice in writing as described in

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

1 subsections (5) and (6) of this section.

2 (4) If the tenancy is a fixed term tenancy:

3 (a) The landlord may terminate the tenancy during the fixed term only for cause and with notice
4 as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

5 (b) If the specified ending date for the fixed term falls within the first year of occupancy, the
6 landlord may terminate the tenancy without cause by giving the tenant notice in writing not less
7 than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date des-
8 ignated in the notice for the termination of the tenancy, whichever is later.

9 (c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed
10 term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month
11 tenancy upon the expiration of the fixed term, unless:

12 (A) The landlord and tenant agree to a new fixed term tenancy;

13 (B) The tenant gives notice in writing not less than 30 days prior to the specified ending date
14 for the fixed term or the date designated in the notice for the termination of the tenancy, whichever
15 is later; or

16 (C) The landlord has a qualifying reason for termination and gives notice as specified in sub-
17 sections (5) to (7) of this section.

18 (5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this sec-
19 tion at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under
20 subsection (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior
21 to the date designated in the notice for the termination of the month-to-month tenancy or the spec-
22 ified ending date for the fixed term, whichever is later, if:

23 (a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use
24 other than residential use within a reasonable time;

25 (b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-
26 sonable time and:

27 (A) The premises is unsafe or unfit for occupancy; or

28 (B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;

29 (c) The landlord intends for the landlord or a member of the landlord's immediate family to oc-
30 cupy the dwelling unit as a primary residence and the landlord does not own a comparable unit in
31 the same building that is available for occupancy at the same time that the tenant receives notice
32 to terminate the tenancy; or

33 (d) The landlord has:

34 (A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit
35 from a person who intends in good faith to occupy the dwelling unit as the person's primary resi-
36 dence; and

37 (B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the
38 tenant not more than 120 days after accepting the offer to purchase.

39 (6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall:

40 (A) Specify in the termination notice the reason for the termination and supporting facts;

41 (B) State that the rental agreement will terminate upon a designated date not less than 90 days
42 after delivery of the notice; and

43 (C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the
44 tenant an amount equal to [*one month's*] **three months'** periodic rent.

45 (b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has

1 an ownership interest in four or fewer residential dwelling units subject to this chapter.

2 (7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the
3 fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the
4 specified ending date for the fixed term or 90 days prior to the date designated in the notice for the
5 termination of the tenancy, whichever is later, and:

6 (a) The tenant has committed three or more violations of the rental agreement within the pre-
7 ceding 12-month period and the landlord has given the tenant a written warning notice at the time
8 of each violation;

9 (b) Each written warning notice:

10 (A) Specifies the violation;

11 (B) States that the landlord may choose to terminate the tenancy at the end of the fixed term
12 if there are three violations within a 12-month period preceding the end of the fixed term; and

13 (C) States that correcting the third or subsequent violation is not a defense to termination under
14 this subsection; and

15 (c) The 90-day notice of termination:

16 (A) States that the rental agreement will terminate upon the specified ending date for the fixed
17 term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;

18 (B) Specifies the reason for the termination and supporting facts; and

19 (C) Is delivered to the tenant concurrent with or after the third or subsequent written warning
20 notice.

21 (8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on
22 the same property as the landlord's primary residence, and the building or the property contains not
23 more than two dwelling units, the landlord may terminate the tenancy at any time after the first
24 year of occupancy:

25 (a) For a month-to-month tenancy:

26 (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,
27 90.398, 90.405, 90.440 or 90.445;

28 (B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date
29 designated in the notice for the termination of the tenancy; or

30 (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date
31 designated in the notice for the termination of the tenancy if:

32 (i) The dwelling unit is purchased separately from any other dwelling unit;

33 (ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends
34 in good faith to occupy the dwelling unit as the person's primary residence; and

35 (iii) The landlord has provided the notice, and written evidence of the offer to purchase the
36 dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.

37 (b) For a fixed term tenancy:

38 (A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782
39 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

40 (B) At any time during the fixed term, without cause by giving the tenant notice in writing not
41 less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date
42 designated in the notice for the termination of the tenancy, whichever is later.

43 (9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)
44 of this section:

45 (A) The landlord shall be liable to the tenant in an amount equal to three months' rent in ad-

1 dition to actual damages sustained by the tenant as a result of the tenancy termination; and

2 (B) The tenant has a defense to an action for possession by the landlord.

3 (b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant com-
4 mences an action asserting the claim within one year after the tenant knew or should have known
5 that the landlord terminated the tenancy in violation of this section.

6 (10) The tenancy shall terminate on the date designated and without regard to the expiration
7 of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,
8 rent is uniformly apportionable from day to day.

9 (11) If the tenant remains in possession without the landlord's consent after expiration of the
10 term of the rental agreement or its termination, the landlord may bring an action for possession. In
11 addition, the landlord may recover from the tenant any actual damages resulting from the tenant
12 holding over, including the value of any rent accruing from the expiration or termination of the
13 rental agreement until the landlord knows or should know that the tenant has relinquished pos-
14 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)
15 applies.

16 (12)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (8)(a)(B) or (C)
17 or (8)(b) of this section need not state a reason for the termination.

18 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a no-
19 tice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section
20 an explanation of the reason for the termination without having to prove the reason. An explanation
21 does not give the person receiving the notice of termination a right to cure the reason if the notice
22 states that:

23 (A) The notice is given without stated cause;

24 (B) The recipient of the notice does not have a right to cure the reason for the termination; and

25 (C) The person giving the notice need not prove the reason for the termination in a court action.

26 (13) Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to
27 ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.

28 **SECTION 2. The amendments to ORS 90.427 by section 1 of this 2023 Act apply to ter-**
29 **mination notices given on or after the effective date of this 2023 Act.**

30 **SECTION 3.** ORS 90.324 is amended to read:

31 90.324. (1) No later than September 30th of each year, the Oregon Department of Administrative
32 Services shall calculate the maximum annual rent increase percentage allowed by ORS 90.323 [(3)]
33 (2) or 90.600 [(2)] (1) for the following calendar year as [seven] **the lesser of:**

34 (a) **Eight percent; or**

35 (b) **Three** percent plus the September annual 12-month average change in the Consumer Price
36 Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau
37 of Labor Statistics of the United States Department of Labor.

38 (2) No later than September 30th of each year, the Oregon Department of [Administration] **Ad-**
39 **ministrative** Services shall publish the maximum annual rent increase percentage calculated pur-
40 suant to subsection (1) of this section, along with the provisions of ORS 90.323 and 90.600, in a press
41 release.

42 (3) The department shall maintain publicly available information on its website about the maxi-
43 mum annual rent increase percentage for the previous calendar year and for the current calendar
44 year and, on or after September 30th of each year, for the following calendar year.

45 **SECTION 4.** ORS 90.323 is amended to read:

1 90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent with-
 2 out giving the tenant written notice at least seven days prior to the effective date of the rent in-
 3 crease.

4 [(2) For purposes of this section, the term “consumer price index” refers to the annual 12-month
 5 average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as
 6 published by the Bureau of Labor Statistics of the United States Department of Labor in September
 7 of the prior calendar year.]

8 [(3)] (2) During any tenancy other than week-to-week, the landlord may not increase the rent:

9 (a) During the first year after the tenancy begins.

10 (b) At any time after the first year of the tenancy without giving the tenant written notice at
 11 least 90 days prior to the effective date of the rent increase.

12 (c) **More than once in any 12-month period.**

13 [(c)] (d) [During any 12-month period, in an amount greater than seven percent plus the consumer
 14 price index above the existing rent] Except as permitted under subsection [(7)] (5) of this section[.],
 15 **by a percentage greater than the maximum calculated under ORS 90.324 (1).**

16 [(4)] (3) The notices required under this section must specify:

17 (a) The amount of the rent increase;

18 (b) The amount of the new rent;

19 (c) Facts supporting the exemption authorized by subsection [(7)] (5) of this section, if the in-
 20 crease is above the amount allowed in subsection [(3)(c)] (2)(d) of this section; and

21 (d) The date on which the increase becomes effective.

22 [(5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.]

23 [(6)] (4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by
 24 ORS 90.427 (3) or (4) during the first year of a tenancy may not [reset] **charge** rent for the next
 25 tenancy in an amount greater than [seven percent plus the consumer price index above the previous
 26 rent] **the maximum amount the landlord could have charged the terminated tenancy under**
 27 **this section.**

28 [(7)] (5) A landlord is not subject to subsection [(3)(c) or (6)] (2)(d) or (4) of this section if:

29 (a) The first certificate of occupancy for the dwelling unit was issued less than [15] **three** years
 30 from the date of the notice of the rent increase; or

31 (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local
 32 government and the change in rent:

33 (A) Does not increase the tenant’s portion of the rent; or

34 (B) Is required by program eligibility requirements or by a change in the tenant’s income.

35 [(8)] (6) A landlord that increases rent in violation of subsection [(3)(c) or (6)] (2)(d) or (4) of
 36 this section is liable to the tenant in an amount equal to three months’ rent plus actual damages
 37 suffered by the tenant.

38 **(7) This section does not apply to tenancies governed by ORS 90.505 to 90.850.**

39 **SECTION 5.** ORS 90.600 is amended to read:

40 90.600. [(1) For purposes of this section, the term “consumer price index” refers to the annual
 41 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All
 42 Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in
 43 September of the prior calendar year.]

44 [(2)] (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply,
 45 the landlord may not increase the rent:

1 (a) Without giving each affected tenant notice in writing at least 90 days prior to the effective
2 date of the rent increase; *[and]*

3 *[(b) During any 12-month period, in an amount greater than seven percent plus the consumer price*
4 *index above the existing rent]*

5 **(b) More than once in any 12-month period; or**

6 **(c) By a percentage greater than the maximum calculated under ORS 90.324 (1).**

7 *[(3)] (2)* The written notice required by subsection *[(2)(a)] (1)(a)* of this section must specify:

8 (a) The amount of the rent increase;

9 (b) The amount of the new rent;

10 (c) Facts supporting the exemption authorized by subsection *[(4)] (3)* of this section, if the in-
11 crease is above the amount allowed in subsection *[(2)(b)] (1)(c)* of this section; and

12 (d) The date on which the increase becomes effective.

13 *[(4)] (3)* A landlord is not subject to subsection *[(2)(b)] (1)(c)* of this section if:

14 (a) The first certificate of occupancy for the dwelling unit was issued less than *[15] three* years
15 from the date of the notice of the rent increase; or

16 (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local
17 government and the change in rent:

18 (A) Does not increase the tenant's portion of the rent; or

19 (B) Is required by program eligibility requirements or by a change in the tenant's income.

20 *[(5)] (4)* A landlord that increases rent in violation of subsection *[(2)(b)] (1)(c)* of this section
21 shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered
22 by the tenant.

23 *[(6)] (5)* This section does not create a right to increase rent that does not otherwise exist.

24 *[(7)] (6)* This section does not require a landlord to compromise, justify or reduce a rent increase
25 that the landlord otherwise is entitled to impose.

26 *[(8)] (7)* Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS
27 90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant
28 challenge of a rent increase, judicially or otherwise.

29 *[(9)(a)] (8)(a)* The tenants who reside in a facility may elect one committee of seven or fewer
30 members in a facility-wide election to represent the tenants. One tenant of record for each rented
31 space may vote in the election. Upon written request from the tenants' committee, the landlord or
32 a representative of the landlord shall meet with the committee within 10 to 30 days of the request
33 to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise,
34 upon a request from the tenants' committee, a landlord or representative of the landlord shall meet
35 with the tenants' committee at least once, but not more than twice, each calendar year. The meeting
36 shall be held on the premises if the facility has suitable meeting space for that purpose, or at a lo-
37 cation reasonably convenient to the tenants. After the meeting, the tenants' committee shall send
38 a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord
39 or the landlord's representative shall make a good faith response in writing to the committee's
40 summary within 60 days.

41 (b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if
42 the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond
43 in good faith to the written summary as required by paragraph (a) of this subsection.

44 **SECTION 6. The amendments to ORS 90.323, 90.324 and 90.600 by sections 3 to 5 of this**
45 **2023 Act apply to rent increase notices given on or after the effective date of this 2023 Act.**

SECTION 7. ORS 90.643 is amended to read:

90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is converted pursuant to ORS 92.830 to 92.845:

(a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of any tenancy on any space in the park or any lot in the planned community subdivision of manufactured dwellings.

(b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling park ceases to exist, notwithstanding the possibility that four or more lots in the planned community subdivision may be available for rent.

(2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes the park as a result of the conversion, ORS 90.645 applies to the closure.

(3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not close the park as a result of the conversion:

(a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2), the landlord shall pay the tenant as provided in ORS 90.645 (1).

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

(A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the use and occupancy of the subdivision lot until the declarant turns over administrative control of the planned community subdivision of manufactured dwellings to a homeowners association pursuant to ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws, rules and regulations of the homeowners association at least 60 days before the turnover meeting described in ORS 94.609.

(B) ORS 90.530 applies regarding pets.

(C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

(D) ORS 90.600 [(2) to (8)] **(1) to (7)** applies to an increase in rent.

(E) ORS 90.620 applies to a termination by a tenant.

(F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in the planned community subdivision occupied by a tenant to someone other than the tenant is a good cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the landlord must give written notice of termination that states the cause of termination at least 180 days before termination.

(G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition of the manufactured dwelling.

(H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

(I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot also.

(J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680 or 90.765.

1 (K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

2 (L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a
3 habitable condition.

4 (M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

5 (N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political
6 signs.

7 (O) ORS 90.765 applies to retaliatory conduct by a landlord.

8 (P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Com-
9 munity Services Department about disputes.

10 **SECTION 8. This 2023 Act being necessary for the immediate preservation of the public**
11 **peace, health and safety, an emergency is declared to exist, and this 2023 Act takes effect**
12 **on its passage.**

13

—○○○○—

COUNCIL ORDINANCE NO. 20694

**AN ORDINANCE CONCERNING RENTAL HOUSING; AMENDING SECTIONS
8.405, 8.415, 8.425, 8.430, AND 8.440 OF THE EUGENE CODE, 1971; AND
ADDING SECTION 8.437 TO THAT CODE.**

ADOPTED: July 24, 2023

SIGNED: July 25, 2023

PASSED: 5:2

REJECTED:

OPPOSED: Clark, Groves

ABSENT: Keating

EFFECTIVE: August 25, 2023



ORDINANCE NO. 20694

AN ORDINANCE CONCERNING RENTAL HOUSING; AMENDING SECTIONS 8.405, 8.415, 8.425, 8.430, AND 8.440 OF THE EUGENE CODE, 1971; AND ADDING SECTION 8.437 TO THAT CODE.

THE CITY OF EUGENE DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.405 of the Eugene Code, 1971, is amended to provide as follows:

8.405 Rental Housing – Purpose.

The purpose of this City Rental Housing Code is to provide minimum habitability criteria to safeguard health, property and public wellbeing of the owners, occupants and users of rental housing and to provide certain renter protections. The City Rental Housing Code is intended to supplement rather than conflict with the State of Oregon Residential Landlord and Tenant Act.

Section 2. Section 8.415 of the Eugene Code, 1971, is amended by adding the definitions of “Affordable Housing”; “Materially Incomplete Application”; “Meaningful Access”; “Open Application Period”; “Pet Deposit”; “Qualified Applicant”; “Rent”; “Screening or Admission Criteria”; “Substantial Change to Rental Agreement”; and “Week-to-Week Tenancy” to the list of definitions in alphabetical order, and amending the definition of “Security Deposit” to provide as follows:

8.415 Rental Housing – Definitions.

For purposes of sections 8.400 through 8.440 of this code, the following words and phrases mean:

Affordable Housing. Housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development, to households that earn no more than 80 percent of the median household income for the city of Eugene, for a period of at least 20 years; or housing for low-income persons that is eligible for an exemption from systems development charges pursuant to section 7.725(2) of this code.

Materially Incomplete Application. A rental housing application that does not include the information and supporting documentation required by a landlord to conduct an application screening pursuant to the landlord’s adopted screening or admission criteria.

Meaningful Access. The ability of a person with limited English language proficiency to use or obtain language assistance services or resources to understand and communicate effectively, including but not limited to translation or interpretation services.

Open Application Period. The period of time during which a landlord will accept rental housing applications for a publicly advertised dwelling unit.

Pet Deposit. A refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a term of a rental agreement or any part of a rental agreement by a tenant who keeps a pet in the dwelling unit that is the subject of the rental agreement.

Qualified Applicant. An applicant that meets the landlord's screening or admission criteria.

Rent. Any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees, or utility or service charges as described in this City Rental Housing Code or ORS Chapter 90.

Screening or Admission Criteria. A written statement of any factors a landlord considers in deciding whether to accept or reject an applicant and any qualifications required for acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history, character references, public records, criminal records, credit reports, credit references and incomes or resources of the applicant.

Security Deposit. A refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. As used in the City Rental Housing Code, a pet deposit is not considered a security deposit.

Substantial Change to the Rental Agreement. A change of terms from those included in a prior rental agreement between a landlord and tenant that substantially disadvantages the tenant, and the landlord does not provide for a commensurate decrease in rent. Examples of substantial changes to a rental agreement include, but are not limited to: tenant responsibility for payment of utilities previously included in the monthly rent; tenant responsibility for payment for a parking spot previously included in the monthly rent; landlord no longer allowing pets to occupy the dwelling unit; reduction of space available for tenant use; reduction of amenities available for tenant use; and removal of furnishings from furnished units.

Week-to-Week Tenancy. A tenancy that has all of the following characteristics: occupancy is charged on a weekly basis and is payable no less frequently than every seven days; there is a written rental agreement that defines the landlord's and the tenant's rights and responsibilities under Oregon law; and there are no fees or security deposits, although the landlord may require the payment of applicant screening charge.

Section 3. Section 8.425 of the Eugene Code, 1971, is amended by renumbering subsections (15) and (16) as subsections (20) and (21) respectively, amending subsection (20), and adding new subsections (15), (16), (17), (18) and (19) to provide as follows:

8.425 Rental Housing – Standards and Protections.

(15) Maximum Security Deposit.

(a) If a landlord requires a security deposit as a condition of tenancy, except as provided in subparagraphs (b) and (c) of this subsection (15), a landlord may not collect a security deposit that exceeds an amount equal to two months' rent for the dwelling unit.

(b) Notwithstanding subparagraph (a) of this subsection (15), a landlord may require an additional security deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional security deposit relates to the modification. The additional security deposit authorized by this subparagraph (b) may not exceed an amount equal to one month's rent for the dwelling unit.

(c) Notwithstanding subparagraph (a) of this subsection (15), a landlord may require an additional security deposit if the landlord enters into a rental agreement with a tenant whose rental housing application the landlord could have denied pursuant to ORS 90.304. The additional security deposit authorized by this subparagraph (c) may not exceed an amount equal to one month's rent for the dwelling unit.

(d) If a landlord requires an additional security deposit authorized by subparagraphs (b) or (c) of this subsection (15), the landlord must allow the tenant at least three months to pay the additional security deposit.

(e) In addition to the security deposits authorized by subparagraphs (a) through (c) of this subsection (15), a landlord may collect a separate pet deposit unless the tenant's pet is a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(16) Applications Processed in Order Received.

(a) If a landlord advertises the availability of a dwelling unit, the landlord must specify in the notice advertising the dwelling unit the date and time that the landlord will begin accepting rental applications as well as the open application period. The notice advertising the dwelling unit must also inform applicants of the ability to request additional time to ensure that applicants have meaningful access to the rental housing application. The notice advertising the dwelling unit may provide the landlord's contact information and/or a website address, internet link, or other written method of communicating information to prospective tenants.

(b) A landlord must digitally or manually record the date and time of receipt of each rental housing application received during an open application period. If a rental housing application is received by a landlord prior to the start of the open application period, the landlord must digitally or manually record the date and time of receipt of that application as 8 hours after the start of the open application period.

(c) A landlord may simultaneously process multiple rental housing applications, but must accept, conditionally accept, or deny rental housing applications in order of receipt.

(d) If a landlord maintains a waitlist for filling available dwelling units instead of advertising the availability of dwelling units and using an open application period, the landlord must add applicant names to the waitlist in order of receipt.

(e) When a landlord utilizes a waitlist to fill a dwelling unit vacancy, a landlord may simultaneously process multiple rental housing applications but must accept, conditionally accept, or deny rental housing applications in order of receipt.

(f) If an applicant requires additional time to ensure meaningful access to a rental housing application, the applicant may submit a request for additional time to the landlord. The landlord must document the date and time of the landlord's receipt of the request for additional time. If the applicant submits a rental housing application within 24 hours from the time of submission of a request for additional time, the date and time of the request for additional time will serve as the date and time of receipt of the rental housing application for purposes of determining the order in which applications are received.

(g) Upon request by an applicant, a landlord must notify the applicant of the applicant's position in line for a particular dwelling unit.

(h) A landlord must offer tenancy to the first qualified applicant who provides a rental housing application. If that applicant does not accept the offer of tenancy within 48 hours of the time the offer is made, the landlord must review the rental housing applications in order of receipt and make an offer of tenancy to the next qualified applicant who provided a rental housing application. The landlord must repeat this process until an applicant accepts the offer of tenancy.

(i) A landlord may refuse to process rental housing applications that are:

1. Materially incomplete; or
2. Submitted by an applicant who has violated a rental agreement with the landlord three or more times during the 12-month period preceding the date of the application, and the landlord can provide documentation of the violations.

(j) Subparagraphs (a) through (i) of this subsection (16) do not apply to rental housing applications for the following types of dwelling units:

1. Affordable housing;

2. A dwelling unit occupied by the landlord as the landlord's principal residence;
3. A unit of middle housing when the landlord's principal residence is another unit of middle housing on the same lot or parcel;
4. An accessory dwelling unit located on the same lot or parcel as the landlord's principal residence;
5. A dwelling unit located on the same lot or parcel as an accessory dwelling unit occupied by the landlord as the landlord's principal residence;
6. A dwelling unit that will be shared with an existing tenant who has a separate rental agreement for the dwelling unit; and
7. A dwelling unit not advertised or rented to the general public.

(k) Nothing in this subsection (16) diminishes or otherwise affects any duty of a landlord under federal, state, or local law to grant a reasonable accommodation to an individual with a disability.

(17) Relocation Assistance.

(a) Termination Without Cause or for a Landlord Qualifying Reason.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), and except as provided in subparagraph (b) of this subsection (17), a landlord must comply with the relocation assistance notice and amount requirements in subparagraphs (a)2. and (a)3. of this subsection (17) if the landlord terminates a rental agreement:

a. Without cause during the first year of occupancy as provided in ORS 90.427; or

b. Because the landlord has a qualifying reason for termination under ORS 90.427.

2. Prior to the termination of a rental agreement pursuant to subparagraph (a)1. of this subsection (17), a landlord must deliver a written notice of termination of the rental agreement to each affected tenant. The termination notice must be delivered to the tenant at least 90 days before the termination date designated in the notice. The termination notice must specify the amount of relocation assistance for which the tenant is eligible and must include a description of the tenant's rights and obligations under this subsection (17).

3. Not less than 45 days prior to the termination date in the notice of termination required by subparagraph (a)2. of this subsection (17), the landlord must pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit. The amount of relocation assistance required by this subsection applies per dwelling unit and not per each individual tenant.

4. A tenant who remains in the dwelling unit after the termination date in the notice of termination required by subparagraph (a)2. of this subsection (17) without the permission of the landlord must immediately repay to the landlord the relocation assistance paid by the landlord pursuant to subparagraph (a)3. of this subsection (17).

(b) Landlord Declines to Renew Fixed Term Rental Agreement.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), in the case of a fixed term rental agreement with a specified ending date that falls within the first year of a tenant's occupancy of the dwelling unit, the landlord must, at least 90 days prior to the specified ending date of the fixed term rental agreement, provide the tenant with a written statement informing the tenant of the requirements of subparagraph (b)2.

2. For a tenant to be eligible to receive relocation assistance pursuant to this subparagraph (b), the tenant must, at least 60 days prior to the specified ending date of the fixed term rental agreement, provide the landlord with written notice of the tenant's desire to renew the fixed term rental agreement.

3. Within 30 days of the date of the notice described in subparagraph (b)2. of this subsection (17), the landlord must either:

a. Provide the tenant written notice that the landlord declines to renew the fixed term rental agreement and pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit; or

b. Provide the tenant written notice that the landlord agrees to renew the fixed term rental agreement.

4. For purposes of this subparagraph (b), a landlord declines to renew a fixed term rental agreement if the landlord conditions the renewal on a tenant's agreement to a substantial change to the rental agreement.

5. A tenant who agrees to the landlord's conditions of renewal or who remains in the dwelling unit after the specified ending date in the fixed term rental agreement without the permission of the landlord must immediately repay to the landlord the relocation assistance paid by the landlord pursuant to subparagraph (b)3.a. of this subsection (17).

(c) Rent Increases.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), a landlord that intends to increase a tenant's rent by the maximum annual rent increase percentage as set by the State of Oregon pursuant to ORS 90.324 must deliver a written notice of rent increase to each affected tenant at least 90 days before the date of the rent increase designated in the notice. The notice of rent increase must specify the amount of the new rent, the dollar amount by

which the rent will increase, the percentage of the increase, and the date the increase will become effective. The notice of rent increase must also specify the amount of relocation assistance for which the tenant is eligible and must include a description of the tenant's rights and obligations under this subsection (17). Expiration of rent concessions specified in a rental agreement is not considered a rent increase for purposes of this subparagraph (c).

2. A tenant who receives the notice of rent increase required by subparagraph (c)1. of this subsection (17), may, within 30 days of the date of the notice, request in writing relocation assistance from the landlord.

3. If a tenant requests relocation assistance pursuant to subparagraph (c)2. of this subsection (17), the landlord must pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit. The landlord must pay the relocation assistance required by this subparagraph (c)3. at least 45 days prior to the date of the rent increase stated in the rent increase notice required by subparagraph (c)1. of this subsection (17). The relocation assistance required by this subparagraph (c)3. applies per dwelling unit and not per each individual tenant.

4. A tenant who receives relocation assistance pursuant to subparagraph (c)3. of this subsection (17) must, within 45 days of the date of receipt of the relocation assistance, either:

- a. Provide the landlord with written notice of termination of the rental agreement and vacate the dwelling unit; or
- b. Repay the relocation assistance to the landlord and remain in the dwelling unit, subject to the increased rent as provided in the rent increase notice required by subparagraph (c)1. of this subsection (17).

(d) Relocation Assistance Limited. A tenant may only receive relocation assistance once per tenancy. Receipt and subsequent repayment of relocation assistance pursuant to subparagraph (c)4.b. of this subsection (17) does not count as receipt of relocation assistance for purposes of this subparagraph (d).

(e) Within 60 days of payment of relocation assistance pursuant to this subsection (17), a landlord must report the payment to the city.

(f) The following are exempt from the relocation assistance requirements of this subsection (17) as long as the landlord complies with the requirements of subparagraph (g) of this subsection (17):

1. Week-to-week tenancies;
2. Occupancy of the same dwelling unit by the landlord and tenant where the landlord occupies the dwelling unit as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

3. Tenants that occupy one unit of middle housing when the landlord's principal residence is another unit of middle housing on the same lot or parcel and the landlord occupies the unit of middle housing as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

4. Tenancies where a tenant occupies an accessory dwelling unit and the landlord's principal residence is located on the same lot or parcel, or tenancies where the landlord occupies the accessory dwelling unit and the tenant occupies a dwelling unit on the same lot or parcel; and the landlord occupies the dwelling unit or accessory dwelling unit as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

5. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence of not more than 3 years and the landlord returns and reoccupies the dwelling unit as the landlord's principal residence;

6. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active-duty military service the landlord returns and reoccupies the dwelling unit as the landlord's principal residence;

7. Units of Affordable Housing;

8. A dwelling unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

9. A dwelling unit rendered immediately uninhabitable not due to the action or inaction of a landlord or tenant;

10. A dwelling unit rented for a period of less than 6 months with appropriate verification of the submission of a demolition permit prior to the execution of the rental agreement;

11. A dwelling unit subject to a fixed term tenancy where the landlord's intent to sell or permanently convert the dwelling unit to a use other than as a dwelling unit is a term of the executed rental agreement.

(g) In order to qualify for an exemption from the relocation assistance requirements of this subsection (17), a landlord must:

1. For the exemptions specified in subparagraphs (f)1., (f)5., (f)6., (f)7., (f)10., and (f)11. of this subsection (17), no later than the time of execution of the rental agreement, the landlord must provide each tenant who is a party to the rental agreement with written notice that the tenancy is exempt from relocation assistance.

2. For the exemptions specified in subparagraphs (f)2., (f)3., and (f)4. of this subsection (17), where the landlord is living in the dwelling unit or on the lot or parcel at the time of execution of the rental agreement, no later than the time of

execution of the rental agreement the landlord must provide each tenant who is a party to the rental agreement with written notice that the tenancy is exempt from relocation assistance. The notice requirement of this subparagraph (g)2. applies to rental agreements executed on or after September 1, 2023.

3. For the exemptions specified in subparagraphs (f)2., (f)3., and (f)4. of this subsection (17), if the landlord moves into the dwelling unit or onto the lot or parcel during the term of the rental agreement, within 30 days of occupying the dwelling unit or the lot or parcel, the landlord must provide each tenant who is a party to the rental agreement with a written notice that the tenancy will be exempt from relocation assistance once the landlord has occupied a dwelling unit on the lot or parcel as the landlord's principal residence for at least six months. The notice requirement of this subparagraph (g)3. applies to landlords moving into the dwelling unit or onto the lot or parcel on or after September 1, 2023.

4. For the exemptions specified in subparagraphs (f)8. and (f)9. of this subsection (17), at the same time that the landlord provides a notice of termination of the rental agreement, the landlord must provide each tenant who is a party to the rental agreement with a written notice that the tenancy is exempt from relocation assistance.

5. Except for landlords exempt from relocation assistance requirements pursuant to subparagraph (f)7., within 30 days of the date a landlord provides a tenant with the notice of exemption from relocation assistance required by subsections (g)1., (g)2., (g)3., or (g)4. of this subsection (17), the landlord must submit to the city a notice of relocation assistance exemption.

(h) A landlord required to pay relocation assistance pursuant to subparagraphs (a), (b) or (c) of this subsection (17) may subtract from the amount of relocation assistance required by those subparagraphs any amount paid by the landlord to the tenant pursuant to ORS 90.427.

(18) Termination of Tenancy – Reporting.

(a) Except as provided in subparagraph (b) of this subsection (18), a landlord shall report to the city all of the following:

1. A written notice of termination of a rental agreement that is delivered to the tenant and that results in a termination of tenancy. The landlord shall provide the city with a copy of the termination notice.

2. A tenant who vacates a dwelling unit on or before the date indicated in a written termination notice delivered by the landlord. The landlord shall provide the city with a copy of the termination notice.

3. Legal action taken by the landlord to remove a tenant from a dwelling unit that results in a termination of tenancy.

(b) A report required by subparagraph (a) of this subsection (18) must be filed with the city within 30 days of the date of the applicable action listed in that subsection.

(c) The requirements of subparagraph (a) of this subsection (18) do not apply in the case of a week-to-week tenancy.

(19) Compliance with Laws. Nothing in this section 8.425 diminishes or otherwise affects any duty of a landlord to comply with applicable requirements of federal, state, or local law.

(20) Administrative Rules. The city manager may, pursuant to section 2.019 of this code, adopt administrative rules for implementation of this section 8.425, including rules that prescribe the form and content of the written notices and reports required by this section 8.425.

(21) *Interpretations.*

(a) The city manager is empowered to render interpretations of sections 8.400 through 8.440 of this code.

(b) Such interpretations shall be consistent with the purpose of this code.

Section 4. Subsections (2)(a), (b) and (d), and subsection (5)(a) of Section 8.430 of the Eugene Code, 1971, are amended to provide as follows:

8.430 Rental Housing – Enforcement.

(2) *Complaint.*

(a) A complaint may be filed by phone, e-mail, mail, or in person.

(b) A person who files a complaint must be:

1. A party to the current rental agreement covering the property in question or an agent of the party.

2. For alleged violations of EC 8.425(14), an individual who has paid an applicant screening charge or an agent of that individual.

3. For alleged violations of EC 8.425(15), an individual who has paid a security deposit or an agent of that individual.

4. For alleged violations of EC 8.425(16), an individual who has submitted a rental housing application or an agent of that individual.

5. For alleged violations of EC 8.425(17), an individual eligible for receipt of relocation assistance or an agent of the individual.

6. For alleged violations of EC 8.425(18) an individual who was a party to the rental agreement that is the subject of the notices required by EC 8.425(18) or an agent of the party.

(d) Complaints shall be processed by the city manager. The city manager shall adopt rules pursuant to section 2.019 of this code that specify the procedure to be followed in processing complaints. Before initiating an investigation under subsection (3) of this section, the city manager shall:

1. Confirm that the complainant has standing to file a complaint;
2. Confirm that the subject of the complaint could be a violation of this code;
3. Except for complaints regarding violations of EC 8.425(14), (15) and (16), and complaints regarding lack of essential services, confirm that the owner or the owner's agent has had ten days since mailing of the written notice by the tenant to respond to the complaint;
4. For complaints regarding violations of EC 8.425(14), (15) and (16), and complaints involving lack of essential services, confirm that the owner or owner's agent has had 48 hours from the time the tenant provided written notice to respond to the complaint; and
5. Provide notice to the owner or the owner's agent of the complaint per written procedures.

(5) *Notices and Orders.*

(a) For valid complaints, the city manager shall issue an order to the owner or the owner's agent. The notice and order shall include the following:

1. Address and unit number if applicable;
2. A statement that the city manager has found a violation of section 8.425 of this code as alleged in the complaint;
3. A description of the violation;
4. Except as provided in subparagraph (5)(a)5. of this section, a deadline of ten days for remedying the violation, including completion of any repairs, unless the city manager determines that:
 - a. Repairs are needed to remedy the lack of essential services. Upon making this determination, the city manager shall fix a deadline for completing the repairs that is reasonable in the circumstances and is within 48 hours from issuance of the notice and order. However, if the city manager determines that the repairs cannot be completed within 48 hours, the owner or owner's agent shall, within 48 hours, submit a compliance schedule acceptable to the city; or
 - b. Necessary repairs of non-essential services cannot be completed within the ten-day period. If the city manager makes such a determination, the owner or owner's agent shall submit a compliance schedule acceptable to the city within ten days.

5. If the city manager finds a violation of EC 8.425 (15) or (16), a deadline of 48 hours for remedying the violation.

6. A statement advising the owner or the owner's agent that if the violation is not remedied by the deadline stated in the notice and order, the city manager may:

a. Issue an administrative civil penalty, or initiate a prosecution in municipal court, or both; and

b. Initiate action to recover all city costs associated with the processing of the complaint, investigation and the resolution of the issue.

7. A statement that the owner or the owner's agent may appeal the notice and order as specified in section 8.435 of this code; and;

8. If repairs are required to remedy the violation, the date after which a reinspection will be scheduled.

(b) The city manager shall deliver the notice and order, and any amended or supplemental notice and order, to the tenant and to the owner or the owner's agent by e-mail, personal delivery, phone, or first-class mail. If the complaint involves lack of essential services, the city manager shall provide such notice and order by e-mail, phone, and/or personal delivery.

Section 5. Section 8.437 of the Eugene Code, 1971, is added to provide as follows:

8.437 Rental Housing – Cause of Action for Failure to Pay Relocation Assistance.

A landlord that violates the relocation assistance provisions in EC 8.425(17) is liable to an individual eligible for relocation assistance in an amount equal to three months' rent for the dwelling unit as well as actual damages, relocation assistance, and reasonable attorney fees and costs; collectively, "damages." In addition to any other rights and remedies provided in this Rental Housing Code or other applicable local, state or federal law, any tenant claiming to be aggrieved by a landlord's violation of EC 8.425(17) has a cause of action in any court of competent jurisdiction for damages and any other remedies as may be appropriate.

Section 6. Subsection (2) of Section 8.440 of the Eugene Code, 1971, is amended to provide as follows:

8.440 Rental Housing – Registration and Fees.

(2) The city manager, using the process contained in section 2.020 of this code, shall set a fee for each dwelling unit covered by a rental agreement. The revenues generated by the fee may be used for:

- (a) Offsetting the costs to the city associated with the enforcement of this City Rental Housing Code; and
- (b) Costs associated with providing services to tenants and owners and managers of rental housing, including but not limited to a rental housing navigator position, rental housing data collection, and tenant support services.

Section 7. Notwithstanding the requirements of EC 8.425(17)(g), rental agreements for tenancies described in EC 8.425(17)(f)1., (f)5., (f)6, (f)7., (f)10., and (f)11. executed and effective on or before the effective date of this ordinance are exempt from the relocation assistance requirements of EC 8.425(17) if within 30 days of the effective date of this ordinance, the landlord: (1) provides each tenant who is a party to the rental agreement with a written notice that the tenancy is exempt from relocation assistance; and, (2) except for tenancies described in EC 8.425(17)(f)7., submits to the city a notice of relocation assistance exemption.

Section 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 9. The City Recorder, at the request of, or with the consent of the City Attorney, is authorized to administratively correct any reference errors contained herein, or in other provisions of the Eugene Code, 1971, to the provisions added, amended, or repealed herein.

Passed by the City Council this

24th day of July, 2023



City Recorder

Approved by the Mayor this

25 day of July, 2023



Mayor