Boardman Oregon Rent Report:

A Citizen's yearly report on the rental market in Boardman.

By: Stephen Fuss

Started: 01.26.23
Updated: 09.17.23, 11.04.23, 1.21.24, 12.19.24, 1.23.25, 2.16.25, 2.20.25, 2.28.25
For consideration by the Boardman City Council and the Housing Public Advisory Committee

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INTRODUCTION

Hello! My name is Stephen Fuss and I have lived in Boarman for about 4.5 years. I am a musician and private lessons teacher in the area. I have rented a 2-bedroom apartment near the post-office with a housemate since Mid-September 2024. I rented a one-bedroom by myself before that at Portview Apartments starting in 2020. In this report I am going to update the data that I have compiled and tracked over the last three years about the rental market in Boardman Oregon. I have given this presentation twice already. Once in 2023 and then again in 2024. Copies of the previous reports are linked in this document and have been sent to Mr. Wildfire (Middle Missing Housing Fund), and Mr. Hammond (Boardman City Manager). The 2023/24 report was also posted in the Boardman Oregon Community Info Group on Facebook under a post about the July 2nd 2024 city council meeting.

PRESENTATION GOAL

This presentation has been updated yearly to continue the conversation about the rental market in Boardman, Oregon. It is also a way to continue to advocate for affordability for the rental AND housing markets. Its third goal is to educate the Boardman citizens on the issue and solutions around rent and rent protection. A fourth is to keep the property owners and property managers in Boardman accountable for their prices.

MATERIALS

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

PROCEDURE

1. Research the rent costs/availability around the city of Boardman.
2. Analyze and compare the cost of rent versus income in our area over time.
3. Look at the current Oregon statewide rent protections, and various cities' codes related to rent protection for possible examples of verbiage that the city council could base a resolution or ordinance on.
4. Attend City Council Meetings, and watch social media, to gather and present yearly data on the movement and attitudes on housing initiatives in Boardman.

DATA

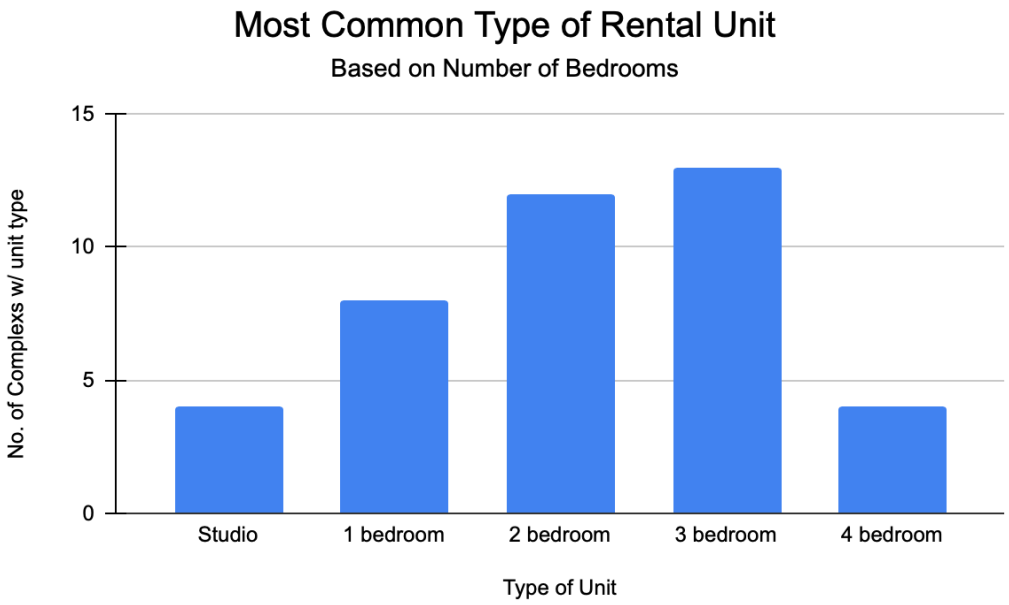
Rental Complex/Houses Info for Boardman, Oregon[1]

Complex	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	ORS Chapter 90
302 Main St	NA					Yes
Boardman Trail Apartments +	Taking Applications	Taking Applications	Taking Applications	Taking Applications	Taking Applications	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
Morrow Bunkhouse +	NA	NA	NA	NA	NA	
Columbia View	Permanently Closed	Permanently Closed	Permanently Closed	Permanently Closed	Permanently Closed	Yes
Columbia Villa Apartments NW		NA	NA			Yes
Maple Crest Apartments			NA	NA		Yes
Morrow Estates +		NA	NA	NA	NA	
Portview Apartments	$1108	$1281	$1417-1524	$2175		No
Sagebrush Affordable Housing +			$1109	$1206		
Tidewater Apartments		$1486-$1499	$1919	$2474		No
425 Malhi Ln			$1120			
118 W Park Ave				$2200		
809 CLarence				$2250		
212 NW 1st Street			$800	NA		Yes
212 Anderson Circle NE		$867	$1044	$1085		Yes

[1] See References for sources

71707 Wayne Ln				$2300		

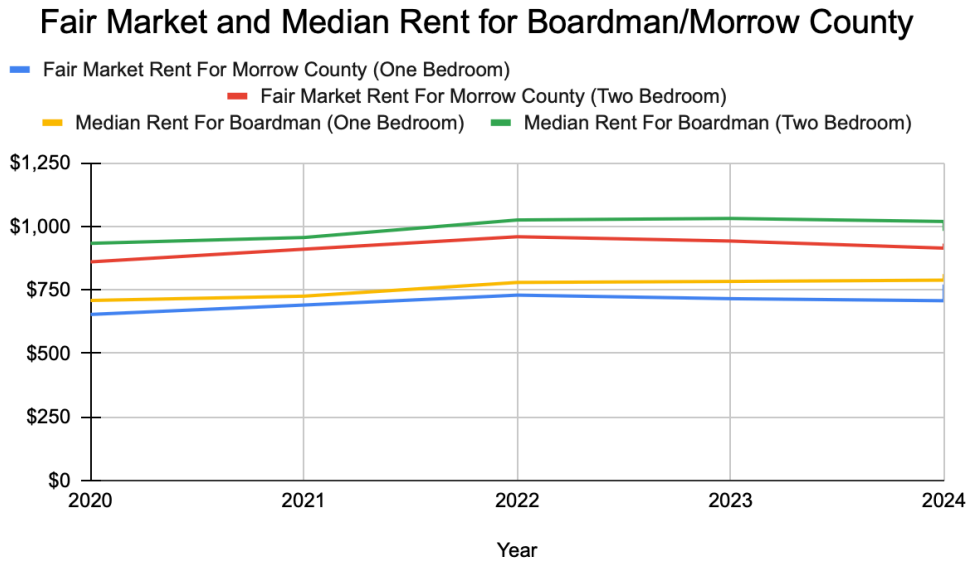
+ Indicates affordable or low-income rental spaces



Median Income, Fair Market Rent, and Median Rent For Boardman Over Time[2]

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	$31,000	$59,400	$654	$861	$709	$934
2021	$31,700	$61,700	$691	$911	$726	$957
2022	$28,300	$60,911	$730	$960	$780	$1026
2023	$28,679	$62,545	$716	$943	$784	$1032
2024		$63,266	$708	$915	$789	$1020
2025			$772	$933	$813	$983

*Monthly rent

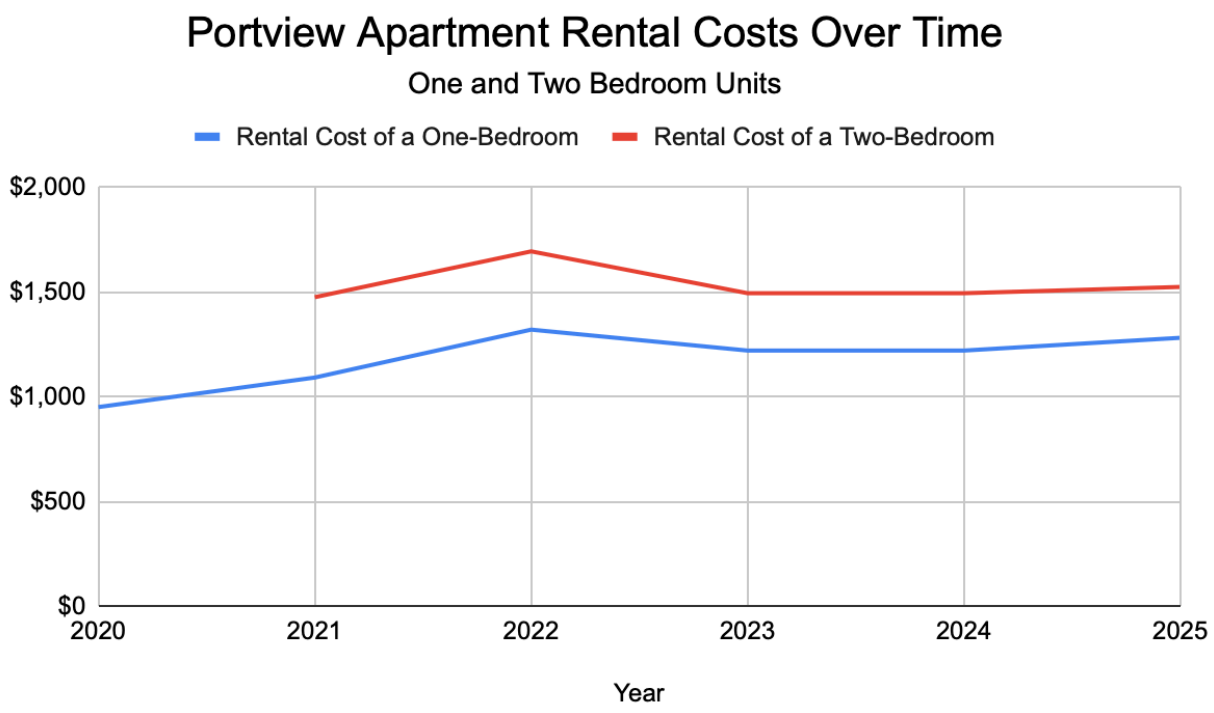


[2] See References for Sources

Portview Rent Over Time[3]

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
2025	$1281	.05%	$3843	$1417-$1524	2%	$4251-$4572

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



[3] 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**	Two Bedroom 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	51%	24%	$17004	59%	28%
2024	$14640	51%	23%	$17004	59%	27%
2025	$15372	54%	24%	$17832	62%	28%

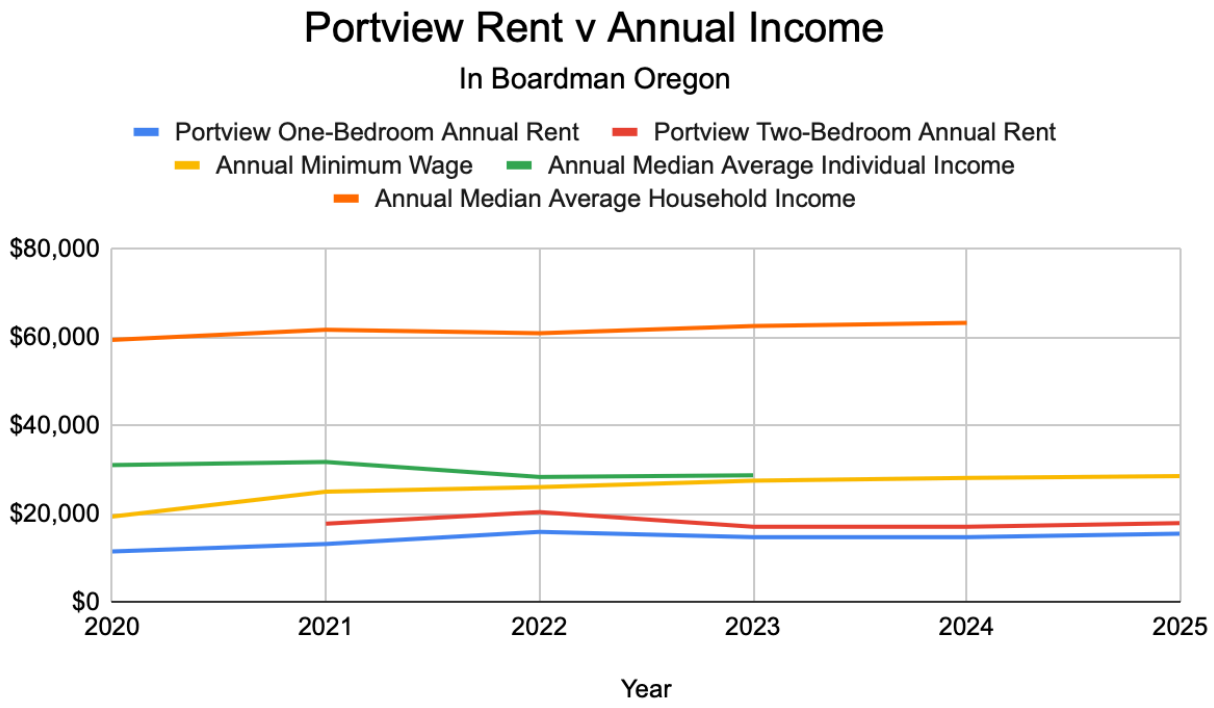
*Took Monthly Income from previous table and multiplied it by 12 **See previous chart for MAI and MAIH
*** The 2023-25 data have been updated to reflect the new income data.

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%
2025	$13.70	$28,496[4]	$15372	54%	$17832	63%

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

[4] Monthly Minimum wage before tax is about $2192-$2374.70


Portview Rent v Annual Income
In Boardman Oregon
Portview One-Bedroom Annual Rent
Portview Two-Bedroom Annual Rent
Annual Minimum Wage
Annual Median Average Individual Income
Annual Median Average Household Income
$80,000
$60,000
$40,000
$20,000
$0
2020
2021
2022
2023
2024
2025
Year

States and Cities with Rent Controls already in place or in progress[5]

- California
  - Los Angeles: City Code Chapter 15
  - San Francisco
  - Oakland: City Code Chapter 8.22: 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
- Maryland
  - College Park
  - Frederick County
  - Takoma Park
  - Washington County
- Massachusetts
  - Boston: Passed in 2023
- Minnesota: Rent stabilization
  - St. Paul: passed in 2023
  - Minneapolis: Rent Control Stabilization Work Group put together in 2021
- New Jersey
  - Montclaire: passed in 2022
  - More than 100 municipalities
- New York
  - New York City: Title 26 Chapter 3
- Oregon: ORS Chapter 90: Cannot Raise rent more that 7% + annual inflation
  - Portland: City Code Chapter 30: Affordable Housing costs no more than 30% of Gross Household Income for rent and utilities.
  - Eugene: Ordinance 20694
- Washington DC
  - The City: Rental Housing Act of 1985 (DC Law 6-10)
  - OR Senator Merkley, and WA Representative Smith introduced the The HOPE[6] for Homeownership Act
- Washington State

[5] See References for Sources
[6] Humans Over Private Equity: Aims to remove Hedge Funds from the single-family housing market

- Lawmakers in 2025 have revived a bill to create Rent Cap/Stabilization

Affordable Housing Inventory

The Affordable Housing Inventory compiled by the Oregon Health Authority Health Systems Division only lists five complexes in Boardman, Oregon. There are only eight for Morrow County as a whole

https://www.oregon.gov/oha/HSD/AMH/docs/Affordable%20Housing%20Inventory.pdf

Previous Rent Reports

2022-23:
https://drive.google.com/file/d/1TF4c6p7uNz4ee-Y_xM8VP21DCIXdY5_T/view?usp=sharing

2023-24:

https://drive.google.com/file/d/1DQL0CxPZUjE8NJOY90c4lYyXPypwl2en/view?usp=sharing

RESULTS

- There are more rental units available in town. (pg 3)
    - 17 Properties: 10 complexes, 7 houses/private rooms.
        - 1 Property is still listed but has closed permanently.
    - Does not include the room-for-rent posts in the Boardman community info groups[7].
        - Usually has daily postings for similar prices as above.
- Rent increases stalled for a year and have started to rise in smaller increments at Portview and Tidewater Apartments. (pg 5-6)
- The current rental increase cap according to ORS Chapter 90 is 10% for 2025.
- Currently the majority of available apartment units still have rent that is higher than the Fair Market Rent for Morrow County in a range of $95-$727 more.
- The Median Average Income for an Individual has decreased between 2021 and 2022 but is rising again in 2023. (pg 5-6)
    - Minimum Wage has also increased.
    - The rent at the many apartments still take up about 50-60% of an individual's income and around 27% of a household's income. (pg 7)
        - The household income taken is considered affordable.
- Boardman has started a Housing Public Advisory Committee in 2024.
    - This committee will be working with The Missing Middle Housing Fund and the community.
        - Boardman has also set aside $20000 for Housing Needs Analysis for this in the 2024/25 Budget year.
    - Does not have roles of members on the Committee like they do have for other City PACs.
    - City Councillor Brenda Profitt (who is on this committee) has stated in a previous city council meeting that she wants to "get rid of low income housing" but has not produced a plan or expanded on that idea since that meeting.
    - City Councillor Karen Pettigrew voted for "who would show up, not who would do a good job" in regards to the appointing of the Committee during

[7] A person moving into town might not know about the group

a tie breaker vote.

RESULTS CONT

- The quality of life at some of the “luxury” apartments has decreased even though they still cost a lot.
    - A facebook post in the Boardman Oregon Community Info Group stated[8]
        - A Man was urinating on a White Subaru
        - Drug deals are happening on the property
    - There was also a post about rent increase in 2022[9]
- One person I talked to over the phone, who wants to remain anonymous, is hesitant to move out here (per their boss’s request) because of the cost of renting and home buying in the area.

[8] Could not find the post in group, could have been hidden or taken down by Admin (violated group rules).
[9] See attached facebook screenshots

CONCLUSIONS AND IMPLICATIONS

Overall the rent increases are plateauing in Boardman Oregon. Boardman rent is still unaffordable for an average individual citizen. By taking up 50% of an individual's annual income, rent is taking up money that could be used for emergencies, food, healthcare, or other bills. If the average median income in Boardman continues to fall and the rent continues to rise we will see a spike in homelessness or people moving out of the city. It will also make it hard for graduating high-schoolers and early-college students to move back or out into the community. A positive implication of this is that friends/couples might feel encouraged to move in with each other and start growing household communities.

For multi-income households, rent in Boardman is affordable as defined by the Portland City Code Chapter 30. However the rent is still high compared to median and fair-market rent for Morrow County. The implications of this are that we will see more people looking for roommates or multiple families inhabiting one unit[10]. Additionally if the larger units run out, the smaller units will be filled with multiple people as well. This will restrict the space and privacy of those renters. Once the smaller units fill up we will see a rise in homelessness as well. On a positive note, this trend could return many families to the multi-generational family model that many cultures use around the world.

Other implications of this data are that folks/families looking to move to town, or who have to move to town for work, will look to other areas for housing, or will have to settle for paying $300,000+ for a home in the newer parts of Boardman. Homes being bought would be a positive for Boardman. However the cost, and the migratory nature of part of our population, prevent a large growth in this area.

[10] This would create more McKinney Vento situations for Morrow County School District.

CONCLUSIONS AND IMPLICATIONS CONT

It is good that the City is moving forward on their housing initiatives. This means that they are listening to the citizens. However the lack of roles for each of the committee members on the Housing Advisory Committee webpage leads one to presume that renters might not be represented on this committee. Additionally, Council Member Pettigrew's vote of "who will show up, not who will do a good job" and Council Member Profitt's views on low-income housing means that the quality of work and the biases that this committee has could cause future issues. No meetings have been announced or posted on the City's website either, even though this committee was appointed back in December 2024. Additionally the Housing Needs Analysis page is blank meaning that the City is either in the process of this analysis, they have not done the survey, or they have decided not to share the results yet. They have set aside money to do this in the city budget.

Overall, the data shows that rent in Boardman has plateaued but is slowly starting to rise again. This is an okay trend for the moment however if the Median Average Income for the Individual starts to fall again, there will be issues. The City is also listening to its citizens which is a good thing I hope they continue to do. Rent protections or stabilization efforts are more important now, than ever. The negative implications of this data, unfortunately, outweigh the positive. I urge the City Council to take action on this matter to help continue to keep Boardman as the fastest growing city in Oregon. Thank you for your time and consideration.

REFERENCES

1. Apartment Info

https://morrowestates.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
https://www.apartmentguide.com/apartments/Oregon/Boardman/under-4000/?WT.mc_id=1039493&gclid=Cj0KCQiA7se8BhCAARIsAKnF3ryhZlxOSjmFtxAk9nL2QTAGXRjOYlYQ4R1Sj47KZChuBk9Rue-8lhkaAldSEALw_wcB&id=21883416878&adgroupid=175685470768&keyword=&creative=720251518555&extension=&placement=&device=c&loc_physical_ms=9033187&loc_interest_ms=&network=g&gad_source=1&gbraid=0AAAAA-Teroxoc63iFEVvb-LYFhEr7B91-

2. Affordability

https://datacommons.org/tools/timeline#&place=geoId/4107200&statsVar=Median_Income_Household
https://datacommons.org/tools/timeline#&place=geoId/4107200&statsVar=Median_Income_Household
https://datacommons.org/tools/timeline#place=geoId%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
https://datausa.io/profile/geo/boardman-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
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https://washingtonstatestandard.com/2025/01/10/washington-lawmakers-prepare-to-revive-plan-for-state-cap-on-rent-increases/
http://www.landlord.com/rent_control_laws_by_state.htm
https://dhcd.dc.gov/sites/default/files/dc/sites/dhcd/publication/attachments/RentControlFactSheet.pdf
https://www.merkley.senate.gov/senator-merkley-representative-smith-launch-renewed-effort-to-kick-hedge-funds-out-of-americas-housing-market/

4. Facebook Post Screenshots

9:17

Boardman Oregon Community Info Page
Jim Burke · Aug 25, 2022 ·

Will White
For apartments they say they base your rent off the housing market or for that region. For a 1 bedroom I wouldn't be surprised if it was $1200 which is ridiculous. If anyone does get an attorney, make sure you know your rights and get all the info.

2y Like Reply

Mary Brandenburg
It's crazy but I asked them awhile back when they raised our rent and their response was they base our rent off of Portland rent how that works I have no idea. But my rent supposed to go up in November and I'm scared to even know what it's about to change to.

2y Like Reply

Amy Glittery Harper
Mary Brandenburg when I moved in 2 years ago it was 875 for a one bedroom now it's like average 1200 and the new paper says 1850 .

2y Like Reply 1 😮

View 1 reply...

Write a reply...

Comment as St...

9:17

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Jim Burke · Aug 25, 2022 ·

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View 1 reply...

Write a reply...

Comment as St...

Portland is a Sanctuary City
Find sanctuary city resources from the City of Portland's Immigrant & Refugee Program, including free legal services and state resources for reporting hate crimes, bias incidents, discrimination, and violations of Oregon's sanctuary laws.

Chapter 30.01 Affordable Housing Preservation and Portland Renter Protections

City Code Chapter

- 30.01.010 Policy.
- 30.01.020 Intent.
- 30.01.030 Definitions.
- 30.01.040 Title 30 Responsibilities and Administration.
- 30.01.050 Federal Preservation Projects - City Notice and Preservation Opportunities.
- 30.01.060 Federal Preservation Projects - Tenant Provisions.
- 30.01.070 Federal Preservation Projects - Civil Fines.
- 30.01.080 Local Preservation Projects - Tenant and City Notice Provisions.
- 30.01.085 Portland Renter Additional Protections.
- 30.01.086 Evaluation of Applicants for Dwelling Units.
- 30.01.087 Security Deposits; Pre-paid Rent.
- 30.01.090 City Subsidy Projects - Long-Term Affordability Requirements.
- 30.01.095 Partial and Full Exemptions of System Development Charges for Affordable Housing Developments.
- 30.01.096 Partial and Full Exemptions of System Development Charges for Mass Shelters, Outdoor Shelters and Short-Term Shelters.
- 30.01.100 Compliance and Enforcement.
- 30.01.110 No Restriction of Powers of Eminent Domain; Severability
- 30.01.120 Inclusionary Housing.
- 30.01.130 Manufactured Dwelling Park Affordable Housing Density Bonus.
- 30.01.140 Deeper Housing Affordability FAR Density Program.
- 30.01.150 FAR Transfer from Existing Affordable Housing Program.
- 30.01.160 Three-Bedroom Unit FAR Density Bonus Option Program.
- 30.01.170 Certification Review Procedure for Affordable Housing Developments.
- 30.01.180 Housing Development Financial Assistance

(Chapter amended by Ordinance 187380, effective November 13, 2015.)

30.01.010 Policy.

(Amended by Ordinances 187380 and 191973, effective January 1, 2025.)

It is the policy of the City that all Portlanders, regardless of income level, family composition, race, ethnicity, or physical ability, have reasonable certainty in their housing, whether publicly assisted or on the private market. Consequently, publicly assisted rental housing affordable to low- and moderate-income persons and households should be preserved as a long-term resource to the maximum extent practicable, and the tenants of such properties should receive protections to facilitate securing new housing should the affordable units be converted to market rate units or otherwise be lost as a resource for low- and moderate-income housing. Likewise, Portland renters in unregulated housing on the private market, need additional protections to ensure that there is adequate time to find alternative housing in the case of a no cause eviction and adequate time to budget for an increase in rent.

30.01.020 Intent.

(Amended by Ordinances 187380 and 191973, effective January 1, 2025.)

The intent of this Title is to protect the availability of publicly assisted affordable housing for low- and moderate-income households by: providing for notice to the City and tenants when transitions from current assistance programs and/or affordable housing uses are planned; providing purchase opportunities for the City to attempt to preserve the affordable housing while respecting ownership interests of building owners; providing tenant relocation assistance when the affordable housing is converted; and, ensuring long term affordability in future projects that the City assists with public financing designed to create or preserve affordable housing; and ensuring that all Portland renters have additional protections to ensure more certainty in their housing security.

30.01.030 Definitions.

(Amended by Ordinances 186028, 187380, 188163, 189323, 190381, and 191973, effective January 1, 2025.)

A. Affordable housing. The term **affordable housing**, **affordable rental housing** or **housing affordable to rental households** means that the rent is structured so that the targeted tenant population pays no more than 30 percent of their gross household income for rent and utilities. The targeted tenant populations referred to in this Section include households up to 80 percent of MFI.

B. Associated housing costs include, but are not limited to, fees or utility or service charges, means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment. For purposes of this Chapter, housing costs include the basic rent charge and any periodic or monthly fees for other services paid to the landlord by the tenant, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

C. City subsidy. Locally controlled public funds administered by Prosper Portland (which includes its predecessor, the Portland Development Commission), Portland Housing Bureau (PHB), or other City bureau or agency, allocated for the purpose of creating or preserving affordable rental housing to households below 80 percent of MFI. City subsidies may be provided to developers through direct financial assistance such as low interest or deferred loans, grants, equity gap investments, credit enhancements or loan guarantees, or other mechanisms.

D. City subsidy projects. Privately-owned properties of five or more units that receive a City subsidy after the effective date of Title 30 through programs designed to create or preserve rental housing affordable at or below 80 percent of MFI.

E. Commercial market compatible offer. A fair market value purchase offer made by the City or its designee that is consistent with the terms and conditions that would be made by a buyer on the open market such that a seller negotiating with the City on such terms would not experience any significant disadvantage as compared to a market rate transaction with a private party.

F. Fair market value. The amount of money in cash that real property would bring in the open market if it were offered for sale by one who desired, but was not obligated to sell, and was bought by one willing but not obliged to buy. It is the actual value of the property on the date when a City offer pursuant to Section 30.01.050 is made. As may be further refined by the City Administrator through administrative rules developed in reference to the Uniform Standards of Professional Appraisal Practice, the Oregon Uniform Trial Instructions, and relevant case law, fair market value is based on the best and highest use of the property, which may be greater than the use being made of the property by the current owner. However, fair market value does not include speculative value, possible value based on future expenditures and improvements, or potential changes in applicable zoning regulations or laws that are not reasonably probable. fair market value includes assessment of environmental, structural or mechanical information derived from inspections or other due diligence activities.

G. Federal preservation projects. Properties having project-based rental assistance contracts for some or all of the units (such as Section 8 and Project Rental Assistance Contracts) including those developed under a variety of HUD mortgage assistance and interest rate reduction programs. Federal preservation projects include properties with loans, contracts, or insurance under the following federal subsidy programs: Section 221(d)(4) with project-based Section 8; Section 202; Section 236(J)(1); Section 221(D)(3) BMIR; Section 221(D)(3) MIR; Section 811; Project based Section 8 contracts administered through HUD, Oregon Housing and Community Services, or the Housing Authority of Portland; Project Rental Assistance Contracts (PRAC); LIHPRHA capital grant program; and Section 241(f) preservation grant. An updated list of all known Federal Preservation Projects will be maintained and available upon request to the public.

H. HUD. The United States Department of Housing and Urban Development

I. Involuntary displacement. Tenants of Federal Preservation Projects are considered to be involuntarily displaced if:

1. They are served a notice to vacate the property for reasons other than Just Cause; or
2. They are not offered a one-year lease under their tenant-based voucher by the property owner; or
3. They are offered a one-year lease under their tenant-based voucher, but are required to pay as rent and utilities an amount greater than the tenant contribution to rent (and utilities) in effect under the project-based Section 8 contract, and they then choose to move from the property rather than enter into a lease under the voucher. This form of displacement is referred to as "economic displacement."

J. Just cause. Serious or repeated violations of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State or local law, or other good cause.

K. Local preservation projects. Properties with 10 or more rental units that received financial assistance (from the programs listed below), to create or preserve housing serving households below 80 percent of MFI since January 1, 1988, and through the effective date of Title 30, that have affordability restrictions that are still in force as of the effective date of Title 30. Financial assistance programs include subsidies from the City through the Portland Development Commission (Rental Housing Development Loan Program, Investor Rehabilitation Loan Program, Rental Rehabilitation Loan Program, or Downtown Housing Preservation Program) and from the Oregon Housing and Community Services Department (Housing Development Grant Program, Oregon Affordable Housing Tax Credit Program, and the former Oregon Lenders Tax Credit Program, Risk Sharing Bond program, Elderly and Disabled Bond Program). Financial assistance programs also include those that have received bond financing issued by the Housing Authority of Portland or the Portland Development Commission. An updated list of all known Local Preservation Projects will be maintained and available upon request to the public.

L. Low income. Low-income individuals, households or tenants are those with a gross household income below 50 percent of MFI.

M. Mass shelter. A building that contains one or more open sleeping areas or is divided only by non-permanent partitions and is furnished with beds, cots, floor mats, or bunks. Individual bedrooms are not provided. The shelter may or may not have food preparation or shower facilities. The shelter is managed by a public or non-profit agency to provide shelter, with or without a fee. Where individual bedrooms are provided, the facility is a short-term shelter. See also outdoor shelter and short-term shelter.

N. MFI. Median family income for the Portland Metropolitan Statistical Area as defined by HUD as adjusted for inflation and published periodically.

O. Moderate income. Moderate-income individuals, households or tenants are those with a gross household income below 80 percent of MFI.

P. Outdoor shelter. Individual shelters grouped together in an outdoor setting. Examples of individual shelters include tents, yurts, huts, cabins, vehicles or other similar accommodation that do not contain sanitary or cooking facilities, and recreational vehicles with or without cooking and sanitary facilities. The shelter is managed by a public agency or a non-profit agency, with or without a fee, and with no minimum length of stay. An outdoor shelter may or may not include buildings that have food preparation or sanitary facilities. See also mass shelter and short-term shelter.

Q. Opt out. An owner's non-renewal of an available project-based Section 8 contract in a Federal Preservation Project. Owners may consider "opting out" when they contemplate conversion to open market rental housing, other housing or commercial uses, or a sale of the property.

R. Preservation process. The requirements contained in Sections 30.01.050 through 30.01.070 for Federal Preservation Projects and in 30.01.080 for Local Preservation Projects respectively.

S. Qualifying household. A household legally residing in a Federal Preservation Project with a gross household income at or below 50 percent of MFI.

T. Receiving site means a new or existing housing development with transferred Inclusionary Housing requirements from a sending site.

U. Regulatory agreement means a recorded agreement between the owner and PHB stating the approval and compliance criteria of a PHB program.

V. Residential Landlord and Tenant Act or **Act.** ORS Chapter 90.

W. Sending site means a new development project that is subject to Inclusionary Housing requirements and is opting to provide affordable units off-site.

X. Short-term shelter. One or more buildings that each contains one or more individual bedrooms and for which occupancy of all rooms may be arranged with no minimum length of stay. A short-term shelter facility may or may not have food preparation facilities, and shower or bath facilities may or may not be shared. The facility is managed by a public or nonprofit agency that may or may not charge a fee. Examples include transitional housing and emergency shelters in which individual rooms are provided. Where individual bedrooms are not provided, the facility is a mass shelter. See also mass shelter and outdoor shelter.

30.01.040 Title 30 Responsibilities and Administration.

(Amended by Ordinances 186028, 187380 and 191973, effective January 1, 2025.)

A. PHB has primary responsibility for implementation of Title 30. Prosper Portland will work with PHB to implement property acquisition responsibilities described in this Title. Prosper Portland is also expected to develop strategies to implement the 60-year affordability requirements in Section 30.01.090.

B. The City Administrator may adopt administrative rules, policies, and procedures, as authorized by the Charter, for the implementation, administration, and enforcement of Title 30.

C. The City Administrator may negotiate and execute agreements for implementation of Title 30.

30.01.050 Federal Preservation Projects - City Notice and Preservation Opportunities.

(Replaced by Ordinance 174180; amended by Ordinances 186028, 187380, and 191973, effective January 1, 2025.)

A. Owners of federal preservation projects must provide the City and each building tenant with a one-year's notice of a pending HUD Section 8 contract expiration. In order to facilitate the owner's knowledge of the City's interest in notification, PHB will provide written confirmation of the City's interest in the property to each Section 8 property within Portland of which PHB is aware.

B. Owners of federal preservation projects who have decided to opt out must provide to the City a notice of 210 days of intent to do so if the owner is opting out of a long-term contract, and 150 days if the owner is opting out of a one-year extension to a long-term contract. The notice will specify:

1. whether the owner intends to withdraw the property from the Section 8 program;
2. whether the owner intends to convert the participating property to a nonparticipating use; and
3. whether the owner is involved in negotiations with HUD or the Oregon Housing and Community Services Department regarding an extension of an expiring contract.

C. Owners of federal preservation projects who have decided to opt out must consent to reasonable inspection of the property and inspection of the owner reports on file with HUD or the Oregon Housing and Community Services Department. These inspections are designed to facilitate the City's ability to assess the fair market value of the property and evaluate status of the tenants, viability of transfer and/or continuation of a Section 8 agreement with HUD and other pertinent information.

D. To the extent allowed by HUD, owners of federal preservation projects must maintain an available HUD Section 8 contract in good standing during the notice periods identified in this Chapter as well as any condemnation proceeding commenced under ORS Chapter 35.

E. Owners of federal preservation projects must refrain from taking any action, other than notifying HUD of the owner's intention to not renew the contract, that would preclude the City or its designee from succeeding to the contract or negotiating with the owner for purchase of the property during the notice periods identified in this Chapter as well as any condemnation proceeding commenced under ORS Chapter 35.

F. In addition to any other times, during the notice periods identified in this Chapter, the City may pursue preservation of the Federal preservation project through negotiation for purchase or through condemnation under ORS Chapter 35.

30.01.060 Federal Preservation Projects - Tenant Provisions.

(Replaced by Ordinance 174180; amended by Ordinances 186028, 187380, and 191973, effective January 1, 2025.)

A. Owners of federal preservation projects who have decided to opt out must provide to each affected building tenant a notice of 210 days of intent to do so if the owner is opting out of a long-term contract, and 150 days if the owner is opting out of a one-year extension to a long-term contract. The notice will specify:

1. whether the owner intends to withdraw the property from the Section 8 program;
2. whether the owner intends to convert the participating property to a nonparticipating use; and
3. whether the owner is involved in negotiations with HUD or the Oregon Housing and Community Services Department regarding an extension of an expiring contract

B. Owners of federal preservation projects who have decided to opt out may not disturb any tenancy other than for cause defined in the contract, for a period of 180 days after expiration of the contract, if the City has paid or arranged to pay to the owner on the first day of each month, the monthly subsidy that the owner was receiving under the contract.

C. PHB will identify and make available adequate financial resources for tenant relocation assistance for all tenants who experience involuntary displacement from Federal Preservation Properties. PHB will request voluntary contributions to a tenant relocation fund from owners of federal preservation projects who have decided to opt out.

30.01.070 Federal Preservation Projects - Civil Fines.

(Replaced by Ordinance 174180; amended by Ordinances 186028 and 191973, effective January 1, 2025.)

A. An owner who fails to comply with any of the requirements or procedures specified in this Chapter, must pay a civil fine. The fine will be calculated in relation to the costs and damages caused by the owner's failure to comply, up to full replacement costs of each project-based Section 8 housing unit lost. Such civil fines are payable into a housing replacement fund to be established and managed by the City. If the civil fine is not received within the timeframes specified in the administrative rules governing this Chapter, the City may commence enforcement proceedings.

B. Any civil fines received will be used only for creating replacement housing serving households at or below 50 percent MFI.

30.01.080 Local Preservation Projects - Tenant and City Notice Provisions.

(Amended by Ordinances 186028 and 191973, effective January 1, 2025.)

A. When the owner of a local preservation project takes action that will make the affordable housing no longer affordable, whether the affordability requirements that were established under prior agreement with the City, Prosper Portland or State have expired or are still in effect, the owner must provide a notice of 90 days to the City. The notice must meet standards developed by PHB. During the 90-day notification period, the owner may not sell or contract to sell the property, but may engage in discussions with other interested parties. Within this period, the City or its designee may make an offer to purchase or attempt to coordinate a purchase by an owner committed to maintaining affordability.

B. Owners of local preservation projects who have decided to take action described in Subsection 30.01.080 A. must provide a notice of 90 days to tenants. This is in addition to the City notice to be provided to the City under Subsection 30.01.080 A. During this notice period the Owner may not initiate a no-cause eviction. The notice must meet standards developed by PHB.

30.01.085 Portland Renter Additional Protections.

(Added by Ordinance 187380; amended by Ordinances 188219, 188519, 188558, 188628, 188849, 189421, 189726, 190625, and 191973, effective January 1, 2025.)

A. In addition to the protections set forth in the Residential Landlord and Tenant Act, the following additional protections apply to tenants that have a rental agreement for a dwelling unit covered by the Act. Terms not defined in this Chapter that are defined in the Act, have the meaning set forth in the Act

B. A Landlord may terminate a rental agreement without a cause or for a qualifying landlord reason specified in the Act only by delivering a written notice of termination (the "termination notice") to the tenant of (a) not less than 90 days before the termination date designated in that notice as calculated under the Act; or (b) the time period designated in the rental agreement, whichever is longer. Not less than 45 days prior to the termination date provided in the termination notice, a landlord must pay to the tenant, as relocation assistance, a payment ("relocation assistance") in the amount that follows: $2,900 for a studio or single room occupancy (SRO) Dwelling Unit, $3,300 for a one-bedroom dwelling unit, $4,200 for a two-bedroom dwelling unit and $4,500 for a three-bedroom or larger dwelling unit. For purposes of this Subsection, a landlord that declines to renew or replace an expiring rental agreement is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per dwelling unit, not per individual tenant.

C. As allowed by the Act, a landlord may not increase a tenant's rent or associated housing costs by five percent or more over a rolling 12-month period unless the landlord gives notice in writing (the "Increase Notice") to each affected tenant: (a) at least 90 days prior to the effective date of the rent increase; or (b) the time period designated in the Rental Agreement, whichever is longer. The increase notice must specify the amount of the increase, the amount of the new rent or associated housing costs and the date, as calculated under the Act, when the increase becomes effective. If, within 45 calendar days after a tenant receives an increase notice indicating a rent increase of 10 percent or more within a rolling 12-month period and a tenant provides written notice to the landlord of the tenant's request for relocation assistance (the "tenant's notice"), then, within 31 calendar days of receiving the tenant's notice, the landlord must pay to the tenant relocation assistance in the amount that follows: $2,900 for a studio or SRO dwelling unit, $3,300 for a one-bedroom dwelling unit, $4,200 for a two-bedroom dwelling unit and $4,500 for a three-bedroom or larger dwelling unit. After the tenant receives the relocation assistance from the landlord, the tenant will have six months from the effective date of the rent increase (the "relocation period") to either: (i) pay back the relocation assistance and remain in the dwelling unit and, subject to the Act, will be obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the dwelling unit; or (ii) provide the landlord with a notice to terminate the rental agreement in accordance with the Act (the "tenant's termination notice"). In the event that the tenant has not repaid the relocation assistance to the landlord or provided the landlord with the tenant's termination notice on or before the expiration of the relocation period, the tenant will be in violation of this Subsection. For purposes of this Subsection, a landlord that conditions the renewal or replacement of an expiring rental agreement on the tenant's agreement to pay a rent increase of 10 percent or more within a rolling 12-month period is subject to the provisions of this Subsection. For purposes of this Subsection, a landlord that declines to renew or replace an expiring rental agreement on substantially the same terms except for the amount of rent or associated housing costs terminates the rental agreement and is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per dwelling unit, not per individual tenant. For purposes of this Subsection, a tenant may only receive and retain relocation assistance once per tenancy per dwelling unit.

D. A landlord must include a description of a tenant's rights and obligations and the eligible amount of relocation assistance under this Section 30.01.085 with each and any termination notice, increase notice, and relocation assistance payment.

E. A landlord must provide notice to PHB of all payments to tenants of relocation assistance within 30 days of making such payments.

F. For the purposes of this Section 30.01.085, the expiration of rent concessions specified in the rental agreement is not considered a substantial change to a rental agreement.

G. For the purposes of this Section 30.01.085 and determining the amount of relocation assistance a landlord must pay, a rental agreement for a single bedroom in a dwelling unit as defined by Portland City Code Chapter 33.910 is considered a SRO dwelling unit.

H. For the purposes of this Section 30.01.085 and determining the amount of relocation assistance a landlord must pay, if a landlord is paying relocation assistance required by the Act and relocation assistance required by Section 30.01.085 to the tenant for the same termination notice, the relocation assistance required by Section 30.01.085 may be reduced by the relocation assistance required by the Act if both payments are paid at the same time and as a single payment.

I. The provisions of this Section 30.01.085 that pertain to relocation assistance do not apply to the following so long as the landlord has submitted a required exemption application form to PHB for which PHB has issued an exemption acknowledgement letter, a copy of which the landlord has given the tenant:

1. Rental agreements for week-to-week tenancies;
2. Tenants that occupy the same dwelling unit as the Landlord;
3. Tenants that occupy one dwelling unit in a duplex where the Landlord's principal residence is the second dwelling unit in the same duplex;
4. Tenants that occupy an accessory dwelling unit that is subject to the Act so long as the owner of the accessory dwelling Unit lives on the site, or tenancies where the owner occupies the accessory dwelling Unit and the tenant occupies a dwelling unit on the site;
5. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence of not more than three years;
6. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active duty military service;
7. A dwelling unit where the landlord is terminating the rental agreement in order for an immediate family member to occupy the dwelling unit;
8. A dwelling unit regulated or certified as affordable housing by a federal, state or local government is exempt from paying relocation assistance for a rent increase of 10 percent or more within a rolling 12-month period:
    a. So long as such increase does not increase a tenant's portion of the rent payment by 10 percent or more within a rolling 12-month period; or
    b. In lease agreements where the rent or eligibility is periodically calculated based on the tenant's income or other program eligibility requirements and a rent increase is necessary due to program eligibility requirements or a change in the tenant's income.
    c. This exemption by Subsection 30.01.085 I.8. does not apply to private market-rate dwelling units with a tenant who is the recipient of a federal, state, or local government voucher;
    d. This exemption by Subsection 30.01.085 I.8. applies to rent increases and does not apply to termination notices;
9. A dwelling unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
10. A dwelling unit rendered immediately uninhabitable not due to the action or inaction of a landlord or tenant;
11. A dwelling unit rented for less than six months with appropriate verification of the submission of a demolition permit prior to the tenant renting the dwelling unit;
12. A dwelling unit where the landlord has provided a fixed-term tenancy and notified the tenant prior to occupancy, of the landlord's intent to sell or permanently convert the dwelling unit to a use other than as a dwelling unit subject to the Act.

J. A Landlord that authorizes a property manager that is subject to, and manages property in accordance with ORS 696, to manage a dwelling unit, does not waive a dwelling unit exemption as a result of the collective number of dwelling units managed by such a property manager. For purposes of the exemptions provided in this Section, "dwelling unit" is defined by Portland City Code Chapter 33.910, and not by ORS 90.100. For purposes of the exemptions provided in this Section, "accessory dwelling unit" is defined by Portland City Code Chapter 33.205. For purposes of the exemptions provided in this Section, "duplex" is defined by Portland City Code Chapter 33.910. For purposes of the exemptions provided in this Section, "immediate family" is defined in administrative rules.

K. A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.085 is liable to the tenant for an amount up to three times the monthly rent as well as actual damages, relocation assistance, reasonable attorney fees and costs (collectively, "damages"). Any tenant claiming to be aggrieved by a landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate.

L. The City Administrator may take any actions necessary to implement this Section, including but not limited to defining terms and preparing forms; establishing timeframes, standards, policies, and procedures controlling the application, issuance, use, and expiration of notices and acknowledgment letters; imposing notice and eligibility requirements; establishing time requirements by which landlords must apply for and issue acknowledgment letters and notices to tenants; developing standards and criteria for evaluating the applicability of exemptions; approving or denying applications for acknowledgment letters, in accordance with established standards and criteria; regulating the applicability and use of exemptions as the City Administrator determines is appropriate; and, adopting other requirements the City Administrator determines are necessary to ensure compliance with this Code Section.

30.01.086 Evaluation of Applicants for Dwelling Units.

(Added by Ordinance 189580; amended by Ordinances 189714, 190063, 190905, and 191973, effective January 1, 2025.)

A. Applicability.

In addition to the protections set forth in the Act and in Sections 30.01.085 and 30.01.087, the following additional tenant protections regarding screening criteria apply to rental agreements for a dwelling unit covered by the Act. A term not defined in this Chapter that is defined in the Act has the meaning set forth in the Act.

In changing some terms from the Fair Housing Act, such as the term "disability," the City preserves the meaning of the Fair Housing Act while utilizing updated terminology that aligns with the City's values.

B. Definitions. A term not defined in this Chapter that is defined in the Act has the meaning set forth in the Act.

1. **Accessible dwelling unit** means a dwelling unit that qualifies as a "Type A Unit" pursuant to the Oregon Structural Building Code and ICC A117.1.
2. **Accommodation** means a reasonable accommodation requested pursuant to the Fair Housing Act, as amended in 1988 (42 U.S.C. § 3601) et seq. ("Fair Housing Act"), at 24 CFR § 100.204.
3. **Applicant** means a person applying to reside in a dwelling unit. When multiple persons will reside in common within a dwelling unit, applicant refers in common to those members of the household who intend to contribute financially to payment of the rent and to sign the lease or rental agreement.
4. **Dwelling unit** has the meaning given in ORS 90.100, as amended from time to time.
5. **Disability** has the meaning given to "handicap" as defined in the Fair Housing Act, 24 C.F.R § 100.204, as amended from time to time.
6. **Mobility disability** or **mobility disabled,** with respect to a person, means a disability that causes an ongoing limitation of independent, purposeful, physical movement of the body or one or more extremities and requires a modifiable living space because of, but not limited to, the need for an assistive mobility device.
7. **Modification** means a reasonable modification requested pursuant to the Fair Housing Act, 24 C.F.R § 100.203, pertaining to the physical characteristics of a dwelling unit.
8. **Multnomah County Coordinated Access System** means the system established by Multnomah County, Home Forward, Multnomah County's Joint Office of Homeless Services, the City, and community partners to coordinate the referral and prioritization of high priority applicants for available Dwelling Units regulated as affordable housing by a federal, state or local government.
9. **Rules of residency** means an agreement that a landlord may require prospective tenants of the landlord's dwelling unit to acknowledge and sign that describes rules of conduct, and the rights and obligations of all adults residing in a dwelling unit. The rules of residency may be separate from or incorporated into a rental agreement and must comply with ORS 90.262.
10. **Screening criteria** means 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.
11. **Supplemental evidence** means any written information submitted by the applicant in addition to that provided on the landlord's form application that the applicant believes to be relevant to the applicant's predicted performance as a tenant.

C. Tenant application process; generally.

1. Notice of dwelling unit availability; notice content.
    a. If a landlord advertises a dwelling unit's availability, the landlord must publish notices for rental of the available dwelling unit at least 72 hours prior to the start of the date and time the landlord will begin accepting applications ("open application period"). The notice must specify the following:
        (1) When the landlord will begin to accept applications;
        (2) A description of the factors the landlord will consider in evaluating applicants if the landlord intends to charge a screening fee; and
        (3) Whether the available unit is an accessible dwelling unit.
    b. The landlord's notice may incorporate this information or may provide an address, website address, internet link or other written method of communicating this information to prospective tenants.
2. Order of processing applications.
    a. Applications received in response to an advertised notice.
        (1) At the start of the open application period, a landlord must digitally or manually record the date and time the landlord received each complete application.
        (2) With regard to any applications received earlier than the open application period, the landlord must digitally or manually record the date and time of such complete applications as eight hours after the start of the open application period.
        (3) A landlord may simultaneously process multiple applications but must accept, conditionally accept, or deny applicants in order of receipt.
        (4) A landlord owning dwelling units within Portland may refuse to process the application of an applicant who has verifiable repeated rental agreement violations with this landlord if the most recent violation occurred within 365 days before the applicant's submission date.
        (5) A landlord may refuse to process an application that is materially incomplete, that fails to include information concerning an applicant's identification, income, or upon which an applicant has intentionally withheld or misrepresented required information.
        (6) Within five business days of receiving a request from an applicant, a landlord must provide the applicant with a record of the date and time the landlord received the complete application.
    b. Applications processed from a waitlist.
        (1) If a landlord maintains a waitlist for filling vacancies instead of advertising notice of vacancies, the landlord must add names to the waitlist in the order of receipt.
        (2) When members of a waitlist apply for a vacancy, a landlord may simultaneously process multiple applications but must accept, conditionally accept, or deny applicants in order of receipt of a completed application.
    c. Applications for accessible dwelling units.
        (1) When, during the first eight hours of the open application period, a

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Title 24 Building Regulations
Title 25 Plumbing Regulations
Title 26 Electrical Regulations
Title 27 Heating and Ventilating Regulations
Title 28 Floating Structures
Title 29 Property Maintenance Regulations
Title 30 Affordable Housing
Title 31 Fire Regulations
Title 32 Signs and Related Regulations
Title 33 Planning and Zoning
Title 34 Digital Justice

landlord receives an application for an accessible dwelling unit from an applicant with a household member that is mobility disabled, the landlord must give priority to such application and accept, conditionally accept, or deny the applicant prior to considering other applicants.

(2) If there are multiple applicants for an accessible dwelling unit with a household member that is mobility disabled, the landlord must accept, conditionally accept, or deny such applications in order of receipt, but prior to processing completed applications for any applicants without household members that are mobility disabled.

d. The requirements of this Subsection C. do not apply to applications for dwelling units regulated as affordable housing by a federal, state, or local government for households that earn no more than 80 percent of the median household income and are leased through a lottery or preference process, or through the Multnomah County Coordinated Access System.

e. Upon a landlord's approval and the applicant's acceptance of the dwelling unit, the applicant and the landlord must enter into a rental agreement. The landlord may require all adult tenants or persons intending to occupy the dwelling unit to sign rules of residency.

3. Content of landlord application forms. Landlord application forms for rental of a vacant dwelling unit must include the following:

a. An opportunity on the application for an applicant to affirmatively indicate a mobility disability or other disability status;

b. A City notice to applicants relating to a tenant's right to request a modification or accommodation;

c. PHB's Statement of Applicant Rights and Responsibilities notices;

d. If the landlord charges a screening fee, a description of the landlord's screening criteria and evaluation process; and

e. An opportunity for applicant to include supplemental evidence for the landlord's consideration to mitigate potentially negative screening results.

D. General screening process. Landlords must apply the general screening process described in this Subsection D. but may screen applicants using additional screening criteria. If applying additional screening criteria, the landlord must: 1) use a screening criteria no more prohibitive to the tenant than the low-barrier criteria described in Subsection E.; or 2) use a screening criteria of the landlord's choosing (landlord's screening criteria); however, when using the landlord's screening criteria, a landlord must conduct an individual assessment in accordance with the requirements of Subsection F., before denying an applicant.

A landlord must comply with the following general screening process:

1. Applicant identification. A landlord may not reject an application as incomplete because an applicant or member of the applicant's household does not produce a Social Security number or prove lawful presence in the U.S. A landlord may not inquire about the immigration status of a member of the Applicant's household or require proof of their lawful presence in the U.S. A Landlord must accept any of the following, or a combination thereof, to verify the name, date of birth and photo of the applicant:

a. Evidence of Social Security number (SSN Card);

b. Valid Permanent Resident Alien Registration Receipt Card;

c. Immigrant visa;

d. Individual Taxpayer Identification Number (ITIN);

e. Nonimmigrant visa;

f. Any government-issued identification regardless of expiration date; or

g. Any nongovernmental identification or combination of identifications that would permit a reasonable verification of identity.

2. Financial responsibility of applicant. When multiple persons will reside in common within a dwelling unit, the persons may choose which adults will be the applicants financially responsible for the dwelling unit and which will be the tenants with no financial responsibility (non-applicant tenant). The landlord may screen only an applicant for financial responsibility, and not a non-applicant tenant

a. A landlord may require an applicant to demonstrate a monthly gross income of up to but not greater than 2.5 times the amount of the rent for the dwelling unit when the monthly rent amount is below the maximum monthly rent for a household earning no more than 80 percent of the median household income as published annually by the Portland Housing Bureau.

b. A landlord may require an applicant to demonstrate a monthly gross income of up to, but not greater than two times the amount of the rent for the dwelling unit when the monthly rent amount is at or above the maximum monthly rent for a household earning no more than 80 percent of the median household income as published annually by the Portland Housing Bureau.

c. For the purposes of this Subsection, a landlord's evaluation of an applicant's income to rent ratio must:

(1) Include all income sources of an applicant, including, but not limited to, wages, rent assistance (nongovernmental only), and monetary public benefits. The landlord may also choose to consider verifiable friend or family assistance;

(2) Calculate based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant; and

(3) Be based on the cumulative financial resources of all applicants.

d. If an applicant does not meet the minimum income ratios as described in Subsections 30.01.086 D.2.a. and 2.b., a landlord may require additional and documented security from a guarantor, or in the form of an additional security deposit pursuant to Subsection 30.01.087 A. The landlord must communicate this conditional approval to the applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours after the communication of conditional approval to accept or decline this opportunity.

e. If a landlord chooses to require additional documented security from a guarantor, the landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the landlord cannot require the guarantor to have income greater than three times the rent amount. The landlord may not require an applicant's guarantor agreement to exceed the term of the rental agreement.

3. Evaluating adult tenants who are not applicants. A landlord may screen an adult non-applicant tenant who will reside with an applicant in a dwelling unit but who is not responsible for paying the rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety, or peaceful enjoyment of the premises by other residents or the landlord and to evaluate prospective tenants' ability to comply with the landlord's rules of residency. A landlord may not screen a non-applicant tenant for financial responsibility.

4. Application denial generally.

a. A landlord may deny any applicant or non-applicant tenant in accordance with the requirements of Section 30.01.086 and all applicable federal, state, and local laws.

b. If an applicant qualifies for a dwelling unit, the landlord may not deny that applicant based on the denial of a non-applicant tenant that the applicant included on the application. Instead, the landlord must allow the qualifying applicant to accept the dwelling unit without the non-applicant tenant.

c. An applicant's request for reasonable modification or accommodation for a disability, or the nature of the modification or accommodation requested, may not be a factor for a landlord's denial of an applicant.

5. Communication of determination. Within two weeks after a landlord or its screening company completes its evaluation of an applicant, the landlord must provide applicant with a written communication of acceptance, conditional acceptance, or denial and in the case of a conditional acceptance or denial, describe the basis for the decision.

6. Disability related modification requests.

a. An applicant with a disability that is otherwise approved through the screening process and requests a modification may not be denied housing based solely on a landlord's denial of a requested modification.

b. If a landlord denies an applicant's modification request, the landlord must provide the applicant two successive 24-hour periods within which to request alternative modifications.

c. If no reasonable modification can be made to the dwelling unit to address the applicant's disability, the applicant, if otherwise eligible, may accept the dwelling unit without modification.

7. Screening fees. In addition to the requirements of ORS Chapter 90.295, the following apply:

a. If a landlord conducts all of an applicant screening through professional screening company, the landlord must not charge applicant a screening fee greater than that charged by the screening company.

b. If a landlord conducts some but not all of an applicant screening through the use of a professional screening company, the landlord must not charge applicant a screening fee that is more than 25 percent greater than the cost charged by the screening company.

c. If a landlord conducts all of an applicant screening and does not use the screening services of a professional screening company, the landlord must not charge applicant a screening fee that exceeds 10 percent more than the cost for a professional screening company serving the Portland-Metro area to complete the same work.

8. Appeals. A landlord must offer the applicant an opportunity for appeal for 30 days following the denial of an application. The landlord's appeal process must:

a. Provide the applicant the opportunity to correct, refute or explain negative information that formed the basis of the landlord's denial;

b. Prequalify the applicant for rental opportunities at the landlord's properties in Portland for the three months following the date a landlord approves an application reviewed on appeal; and

c. Waive the applicant's screening fee for the three months following the approved appeal. Prior to waiving the screening fee, the landlord may require the applicant to self-certify that no conditions have materially changed from those described in the landlord's approved application.

E. Applicant evaluation; encouraging most inclusive evaluation process. If applying a screening criteria to an applicant in addition to the general screening process, a landlord is encouraged to apply criteria consistent with, or less prohibitive than, the low-barrier criteria described in Subsection E. below. If the landlord applies any single criterion more prohibitive than any of the low-barrier criteria listed in Subsections E.1.a. through c. below, then the landlord must apply the individual assessment process as described in Subsection F. In applying low-barrier criteria, landlords must comply with all applicable federal, state, and local laws.

1. Low-barrier screening criteria. In adopting low-barrier criteria, landlords agree not to reject applicants for:

a. Criminal history:

(1) An arrest that did not result in conviction, unless the resulting charge is pending on the date of the application;

(2) Participation in or completion of a diversion or a deferral of judgment program;

(3) A conviction that has been judicially dismissed, expunged, voided, or invalidated;

(4) A conviction for a crime that is no longer illegal in the State of Oregon;

(5) A conviction or any other determination or adjudication issued through the juvenile justice system;

(6) A criminal conviction for misdemeanor offenses for which the dates of sentencing are older than three years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied; or

(7) A criminal conviction for a felony offense for which the dates of sentencing are older than seven years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied.

b. Credit history:

(1) A credit score of 500 or higher;

(2) Insufficient credit history, unless the applicant in bad faith withholds credit history information that might otherwise form the basis for a denial;

(3) Negative information provided by a consumer credit reporting agency indicating past-due unpaid obligations in amounts less than $1,000;

(4) Balance owed for prior rental property damage in an amount less than $500;

(5) A bankruptcy filed by the applicant that has been discharged;

(6) A Chapter 13 Bankruptcy filed by the applicant under an active repayment plan; or

(7) Medical or education/vocational training debt.

c. Rental history:

(1) An action to recover possession pursuant to ORS 105.105 to 105.168 if the action:

(a) Was dismissed or resulted in a general judgment for the applicant before the applicant submitted the application;

(b) Resulted in a general judgment against the applicant that was entered three or more years before the date of the application;

(c) Resulted in a general judgment against the applicant that was entered fewer than three years before the date of the application if:

(i) The termination of tenancy upon which the action was based was without cause (no-cause eviction); or

(ii) The judgment against the applicant was a default judgment due to a failure to appear, and the applicant presents credible evidence to the landlord that the applicant had already vacated the unit upon which the action was based at the time notice of the action was served.

(d) Resulted in a judgment or court record that was subsequently set aside or sealed pursuant to procedures in state law.

(2) Any information that the landlord obtains from a verbal or written rental reference check with the exception of defaults in rent, three or more material violations of a rental agreement within one year prior to the date of the application that resulted in notices issued to the tenant, outstanding balance due to the landlord, or lease violations that resulted in a termination with cause; or

(3) Insufficient rental history, unless the applicant in bad faith withholds rental history information that might otherwise form a basis for denial.

2. Evaluation denial; low-barrier.

a. When denying an applicant using the low-barrier criteria described in this Subsection, a landlord must provide to the applicant a written statement of reasons for denial in accordance with ORS 90.304(1).

b. Before denying an applicant for criminal history using the low-barrier criteria described in this Subsection, a landlord must consider supplemental evidence provided by the applicant if provided at the time of application submittal.

F. Individual assessment. A landlord that applies the landlord's screening criteria, which is more prohibitive than the low-barrier criteria as described in Subsection E. above, must conduct an individual assessment for any basis upon which the landlord intends to deny an application, before issuing a denial to an Applicant.

1. Consideration of supplemental evidence; individual assessment. In evaluating an applicant using the individual assessment, a landlord must accept and consider all supplemental evidence, if any is provided with a completed application to explain, justify or negate the relevance of potentially negative information revealed by screening. In evaluating an applicant using the individual assessment, the landlord must also consider:

a. The nature and severity of the incidents that would lead to a denial;

b. The number and type of the incidents;

c. The time that has elapsed since the date the incidents occurred; and

d. The age of the individual at the time the incidents occurred.

2. Denial; individual assessment. After performing an individual assessment, a landlord may deny the applicant, so long as:

a. The denial is non-discriminatory in accordance with the Fair Housing Act;

b. The denial is in accordance with Subsection 30.01.086 D. and all other applicable federal, state, and local laws;

c. The landlord provides a written "notice of denial" to the applicant within two weeks of the denial that meets the requirements of ORS 90.304, Subsection 30.01.086 D.4., and includes an explanation of the basis for denial, an explanation of the reasons that the supplemental evidence did not adequately compensate for the factors that informed the landlord's decision to reject the application; and

d. The notice of denial is issued to the applicant by the landlord.

G. Exemptions.

1. Section 30.01.086 does not apply to a process for leasing for a dwelling unit that is:

a. Regulated as affordable housing by a federal, state or local government for households that earn no more than 80 percent of the median household income and is subject to the Multnomah County Coordinated Access System or formal referral agreement between a landlord and a non-profit service provider or government agency working to place low-income or vulnerable tenants into housing;

b. Not rented to, or advertised for rental to the general public, including advertisements on online platforms with or without a fee; or

c. Shared with a landlord using the dwelling unit as a primary residence, where the dwelling unit is defined by Portland City Code Chapter 33.910, and not by ORS 90.100; or shared with an existing tenant with a separate rental agreement for the same dwelling unit, where the dwelling unit is defined by Portland City Code Chapter 33.910, and not by ORS 90.100; or

d. Tenancies where the applicant would occupy one dwelling unit in a duplex where the landlord's principal residence is the second dwelling unit in the same duplex; or

e. Tenancies where the applicant would occupy an accessory dwelling unit, as defined by Portland City Code Chapter 33.205, that is subject to the Act in Portland so long as the owner of the accessory dwelling unit lives on the lot, or tenancies where the owner occupies the accessory dwelling unit and the dwelling unit the applicant would occupy is on the lot.

2. Wherever local, state, or federal funding or loan requirements for tenant screening conflict with any portion of Section 30.01.086, the funding or loan requirements will take precedence over only those portions in conflict.

H. Damages. A landlord that fails to comply with any of the requirements set forth in this Section will be liable to the applicant for an amount up to $250 per violation plus actual damages, reasonable attorney fees and costs (collectively, "damages"). Any applicant materially harmed by a landlord's intentional noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate.

30.01.087 Security Deposits; Pre-paid Rent.

(Added by Ordinance 189581; amended by Ordinances 189715, 190064, 190905, and 191973, effective January 1, 2025.)

In addition to the protections set forth in the Act and in Sections 30.01.085 and 30.01.086, the following additional tenant protections regarding security deposits apply to rental agreements for a dwelling unit covered by the Act. A term not defined in this Chapter that is defined in the Act has the meaning set forth in the Act.

A. Amount of security deposit.

1. If a landlord requires, as a condition of tenancy, a security deposit that includes last month's rent, a landlord may not collect as an additional part of the security deposit more than an amount equal to one-half of one month's rent.

2. If a landlord does not require last month's rent, a landlord may not collect more than an amount equal to one month's rent as a security deposit.

3. If a landlord conditionally approves an application subject to an applicant's demonstration of financial capacity or to offset risk factors identified by the applicant screening for tenancy as described in Section 30.01.086, the landlord may require payment of an amount equal to one-half of one month's rent as a security deposit in addition to the other amounts authorized in this Subsection. The landlord must allow a tenant to pay any such additional security deposit in installments over a period of up to three months in installment amounts reasonably requested by the tenant.

B. Bank deposit of tenant funds.

1. Within two weeks following receipt of a tenant's funds paid as a security deposit or for last-month's rent, a landlord must deposit all of such funds into a secure financial institution account segregated from the landlord's personal and business operating accounts. If the account is an interest-bearing account, all interest will accrue proportionately to the benefit of the tenant and must be returned to the tenant with the unused security deposit in accordance with Subsection B.2. below. If the account bears interest, the landlord is required to pay such interest in full, minus an optional five percent deduction for administrative costs from such interest, to the tenant unless it is used to cover any claims for damage. For interest bearing accounts, the landlord must provide a receipt of the account and any interest earned at the tenant's request, no more than once per year. The rental agreement must reflect the name and address of the financial institution at which the security deposit is deposited and whether the security deposit is held in an interest-bearing account.

2. A landlord must provide a written accounting and refund in accordance with ORS 90.300.

C. Amounts withheld for repair.

1. A landlord may only apply security deposit funds for the repair and replacement of those fixtures, appliances, equipment or personal property that are identified in the rental agreement.

2. A landlord may claim from the security deposit amounts equal only to the costs reasonably necessary to repair the premises to its condition existing at the commencement of the rental agreement (commencement date); provided however, that a landlord may not claim any portion of the security deposit for routine maintenance; for ordinary wear and tear; for replacement of fixtures, appliances, equipment, or personal property that failed or sustained damage due to causes other than the tenant's acts or omissions; or for any cost that is reimbursed by a landlord's property or comprehensive general liability insurance or by a warranty.

3. Any landlord-provided fixtures, appliances, equipment, or personal property, the condition of which a landlord plans to be covered by the tenant security deposit, must be itemized by description and incorporated into the rental agreement.

4. A landlord may apply the tenant security deposit to the cost of repair or replacement of flooring material only if repair or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of repair or replacement of the **discrete impacted area** and not for the other areas of the dwelling unit. A discrete impacted area is defined as the general area of the dwelling unit where the repair or replacement is needed, which may include an entire room, closet, hallway, stairway, or other defined space, but not beyond.

5. A landlord may not apply the tenant security deposit to the costs of interior painting of the leased premises, except to repair specific damage caused by the tenant in excess of ordinary wear and tear, or to repaint walls that were painted by the tenant without permission.

D. Condition reports.

1. Preparing and updating the condition report and condition report addendum.

a. Prior to the commencement date, the landlord must make reasonable efforts to schedule a time that is convenient for both the landlord and the tenant for a walk through of the unit to complete a report noting the condition of all fixtures, appliances, equipment and personal property listed in the rental agreement and noting damage (the condition report). Both the tenant and the landlord must sign the condition report. The landlord must take pictures of the items noted in the condition report and share those photographs with the tenant.

b. Should the landlord and tenant be unable to schedule a mutually convenient time to walk through the unit to complete the condition report, the landlord must complete the condition report prior the commencement date. The landlord must take pictures of the items noted in the condition report and share those photographs with the tenant on the commencement date.

c. Within seven days following the commencement date, the tenant may complete and submit to the landlord a condition report addendum on a form provided by the landlord. If the tenant does not complete and submit a condition report addendum to the landlord within seven days of the commencement date, then the landlord's condition report becomes final.

d. If the tenant submits a condition report addendum, the Landlord has seven days to dispute the condition report addendum in writing. If the landlord fails to timely dispute the condition report Addendum, then the condition report, as modified by the condition report addendum, must establish the baseline condition of the dwelling unit as of the commencement date against which the landlord will be required to assess any dwelling unit repair or replacement needs identified in a final inspection (defined below) that will result in costs that may be deducted from the tenant security deposit as of termination of the rental agreement (the termination date).

e. If the landlord disputes the condition report addendum, and the landlord and tenant are unable to resolve the dispute as to the condition of the dwelling unit at the commencement date, the condition report and condition report addendum must be retained by the landlord. Any unresolved dispute as to the condition of the dwelling unit as of the commencement date will be resolved, if necessary, in any court of competent jurisdiction.

f. The landlord must update the condition report to reflect all repairs and replacements impacting the dwelling unit during the term of the rental agreement and must provide the updated condition report to the tenant, and the tenant may complete or update the condition report addendum to reflect all repairs and replacements.

2. Within one week following the termination date a landlord must conduct a walk-through of the dwelling unit at the tenant's option, with the tenant or tenant's representative, to document any damage beyond ordinary wear and tear not noted on the condition report (the "final inspection"). The tenant, or the tenant's representative, may choose to be present for the final inspection. The landlord must give notice of the date and time of the final inspection at least 24 hours in advance to the tenant.

3. A landlord must prepare an itemization describing any repair and replacement in accordance with the fixture, appliances, equipment, or personal property identified in the rental agreement. The landlord must document any visual damage in excess of normal wear and tear with photographs that the landlord must provide to the tenant with a written accounting in accordance with ORS 90.300 (12). To the extent that a landlord seeks to charge labor costs greater than $200 to a tenant, the landlord must provide documentation demonstrating that the labor costs are reasonable and consistent with the typical hourly rates in the metropolitan region. A landlord may not charge for the repair of any damage or replacement of malfunctioning or damaged appliances, fixtures, equipment, or personal property noted on the condition report.

E. Notice of rights. Contemporaneously with the delivery of the written accounting required by ORS 90.300(12), a landlord must also deliver to the tenant a written notice of rights regarding security deposits (notice of rights). The notice of rights must specify all tenant's right to damages under this Section. The requirement in this Subsection may be met by delivering a copy of this Section to the tenant and contact information for the nearest Legal Aid Services of Oregon, or online and physical address of the Oregon State Bar.

F. Rent payment history. Within five business days of receiving a request from a tenant or delivering a notice of intent to terminate a tenancy, a landlord must provide a written accounting to the tenant of the tenant's rent payment history that covers up to the prior two years of tenancy, as well as a fully completed rental history form available on the Portland Housing Bureau website. The landlord must also provide the tenant with an accounting of the security deposit as soon as practicable but no later than within the timeframes prescribed by ORS 90.300.

G. Damages. A landlord that fails to comply with any of the requirements set forth in this Section is liable to the tenant for an amount up to $250 per violation plus actual damages, reasonable attorney fees and costs (collectively, "damages"). Any tenant aggrieved by a landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate.

30.01.090 City Subsidy Projects - Long-Term Affordability Requirements.

(Amended by Ordinances 186028, 187380, 188440, and 191973, effective January 1, 2025.)

A. City subsidy projects that in the future request and receive a city subsidy from Prosper Portland, PHB, or another Bureau or agency for the purpose of creating or preserving rental housing affordable to households below 80 percent of MFI are subject to a minimum of 60-year affordability contract requirements developed by PHB consistent with the implementing charge in Subsection 30.01.090 B. Notwithstanding the foregoing, City subsidy projects that receive a Rental Rehabilitation Conditional Grant will be subject to a minimum of 10-year affordability contract requirement in accordance with the Rental Rehabilitation Conditional Grant product guidelines.

B. All bureaus and agencies administering affordable rental housing subsidy programs will be responsible for implementing this section. As the primary agency charged by the City to negotiate and confer affordable housing subsidies, PHB will develop implementing strategies consistent with the 60-year affordability principles contained in this Section, the Administrative Procedures Implementing Title 30 and the approved 1998/99 Consolidated Plan, Principle III (Ordinance 172259).

30.01.095 Partial and Full Exemptions of System Development Charges for Affordable Housing Developments.

(Added by Ordinance 183448; Amended by Ordinances 186712, 186744, 187380, 187975, 189323, 190523, 191595, and 191973, effective January 1, 2025.)

A. The purpose of this Section is to reduce the costs of developing permanent affordable housing by exempting system development charges for qualified affordable housing developments. This Section advances a Council-recognized public policy goal to provide for a diversity of housing types to meet the needs of the citizens of the City.

B. The City may exempt qualified affordable housing developments from paying all or part of system development charges required by Code. The applicant must apply for exemptions under this Section prior to the date the City issues the permit on the new development. Where new development consists of only part of one or more of the uses described in this Section, only that portion of the development that qualifies under this Section is eligible for an exemption. The balance of the new development that does not qualify for any exemption under this Section is subject to system development charges to the full extent authorized by Code or general ordinance. The applicant has the burden to prove entitlement to exemptions so requested.

C. The City will calculate exemptions in the manner authorized for calculating system development charges for rented and owner-occupied residential properties. Nonresidential properties or the nonresidential portion of mixed-use developments are not eligible for exemptions provided by this Section. Exemptions are applicable to the portions of residential properties that are directly used in providing housing for its low-income residents such as on-site manager units and shared space including but not limited to restrooms, community rooms and laundry facilities.

D. To obtain the exemption, the applicant must present to the City, at the time of application, documentation from PHB that the development qualifies for the exemption pursuant to this Chapter. Applicant must also pay an administration fee per unit on rental and/or owner-occupied units as determined by PHB.

E. The City will require the recording of real property covenants in the deed records for properties receiving exemptions under this Section in order to ensure compliance, or to provide remedies for failure to restrict units, or both. Deed restrictions may be used by PHB in order to restrict sale prices and rents charged for exempt units, or to provide remedies for failure to restrict units, or both.

F. Applicants must meet the following affordable housing qualifications to be exempt from paying all or a portion of system development charges based on the type of housing provided:

1. Rental units.

a. For purposes of this Section, **affordable** for rental housing means that the rent and expenses associated with occupancy such as utilities or fees, does not exceed 30 percent of the gross household income at the level of the rent restrictions.

b. The units receiving an exemption must be affordable to households earning 60 percent or less of MFI at time of occupancy and must be leased, rented or made available on a continuous basis to persons or households whose incomes are 60 percent or less of MFI, as adjusted by household size and as determined by HUD for the Portland Metropolitan Area, except as provided for below. Such units must remain affordable for a period of 60 years.

c. Effective July 1, 2014, developments of new buildings in Old Town/Chinatown are eligible for exemption subject to the following conditions:

(1) Units must be located in the Old Town/Chinatown Action Plan Focus Area;

(2) Financial need must be verified through project pro forma underwriting conducted by the PDC;

(3) All units must remain affordable for a period of not less than 10 years, to persons or households whose incomes are 100 percent or less of MFI, as adjusted by household size and as determined by HUD for the Portland Metropolitan Area, and for not less than five years thereafter must continue to remain affordable to persons or households whose incomes are 120 percent or less of MFI, as so described; and

(4) The exemption granted by this Subsection is not available to developments for which a building permit application is filed on or after July 1, 2019, or after permit applications have been filed for development of 500 qualifying units, in the aggregate, whichever occurs first.

2. Owner-occupied units.

a. For the purposes of this Section, affordable means that:

(1) ownership units are sold to persons or households whose incomes are at or below 100 percent of MFI for a family of four as determined annually for the Portland Metropolitan Area by HUD, which income may be adjusted upward for households with more than four persons; or

(2) For applications received by PHB prior to March 1, 2024, ownership units are sold to persons or households whose incomes are at or below 120 percent of MFI for a household of four as determined annually for the Metropolitan Area by HUD, which income may be adjusted upward for households with more than four persons so long as the units sell to qualified homebuyers prior to July 1, 2026.

qualified homebuyers prior to July 1, 2020.

b. The ownership units sell at or below the price limit as provided by Subsection 3.102.090 D.

G. Administrative rules for this Section will set forth clear and objective criteria to establish minimum standards for units restricted under the partial and full exemptions of system development charges for Affordable Housing Developments program.

H. In the event that an applicant violates the covenants, agreements or other requirements that were established by the City as a condition of approval of an exemption application, or the owner of the property wants to remove the affordability covenants of Subsection 30.01.095 F., the City will terminate the exemption and make due and payable all previously exempt portions of system development charges based on rates in effect on the date of the submittal of a complete building permit application, plus accrued interest from the date of the issuance of the building permit to the date of the termination of the exemption calculated with the interim interest rate in effect on the date of the termination of the exemption as set by general ordinance pursuant to Portland City Code Section 17.12.140, and a processing fee of $250 due to each Bureau exempting system development charges and to PHB as the administrator. The City may collect reinstated system development charges, processing fees, carrying charges and the actual costs of collections by recording a property lien pursuant to Portland City Code Title 22.

30.01.096 Partial and Full Exemptions of System Development Charges for Mass Shelters, Outdoor Shelters and Short-Term Shelters.

(Added by Ordinance 189323; amended by Ordinances 190381 and 191973, effective January 1, 2025.)

A. The purpose of this Section is to reduce the costs of developing permanent mass shelters, outdoor shelters and short-term shelters by exempting system development charges for qualified developments. This Section advances a Council-recognized public policy goal of providing a continuum of safe and affordable housing opportunities including transitional shelters, emergency shelters, and campgrounds/rest areas to meet the needs of Portland residents.

B. The City will exempt qualified mass shelter, outdoor shelter and short-term shelter developments from paying all or part of system development charges required by Code. The applicant must apply for exemptions under this Section prior to the date the City issues the permit on the new development. Where new development consists of only part of one or more of the uses described in this Section, only that portion of the development that qualifies under this Section is eligible for an exemption. The balance of the new development that does not qualify for any exemption under this Section is subject to system development charges to the full extent authorized by Code or general ordinance. The applicant has the burden to prove entitlement to exemptions so requested.

C. The City will calculate exemptions in the manner authorized for calculating system development charges. Exemptions are applicable to the portions of mass shelter, outdoor shelter and short-term shelter projects that are directly used in providing shelter and services for their residents such as on-site manager facilities and shared space including but not limited to restrooms, kitchens, community rooms, social service facilities, and laundry facilities.

D. To obtain the exemption, the applicant must present to the City, at the time of application, documentation from Multnomah County's Joint Office of Homeless Services, or other designated agency, that the development qualifies for the exemption pursuant to this Chapter.

E. The applicant must provide permit drawings that clearly note the exemption, if granted, in order to ensure compliance. Alternatively, the drawings must provide remedies for failure to comply that are acceptable to the City. Permit drawings must state the following: "This project received SDC exemptions for mass shelters, outdoor shelter or short-term shelter. The exemptions only apply to the mass shelter, outdoor shelter or short-term shelter development and associated facilities including social services. If a future tenant improvement or change of occupancy creates a use that is not a mass shelter, outdoor shelter or short-term shelter or associated service, system development charges will be assessed for the new use. It is the permittee's responsibility to maintain proper documentation of the continued mass shelter, outdoor shelter or short-term shelter use."

30.01.100 Compliance and Enforcement.

(Amended by Ordinances 186028 and 191973, effective January 1, 2025.)

A. The City Administrator will develop and implement procedures to enforce the provisions of Portland City Code, as authorized by the Charter. Procedures should include, where feasible, record notice of the applicability of Portland City Code to affected properties, filing a lien to enforce the provisions of Portland City Code, and developing civil penalties or other enforcement provisions necessary or appropriate to enforce Portland City Code.

B. The City Attorney's Office may enforce the provisions of Portland City Code on behalf of the City in any court of competent jurisdiction or City administrative body.

30.01.110 No Restriction of Powers of Eminent Domain; Severability

(Amended by Ordinance 191973, effective January 1, 2025.)

A. This Chapter may not be construed to restrict the City's existing authority to exercise powers of eminent domain through condemnation as outlined in state law.

B. If any part or provision of this Chapter, or application thereof to any person or circumstance, is held invalid, the remainder of this Chapter and the application of the provision or part thereof, to other persons not similarly situated or to other circumstances, will not be affected by it and will continue in full force and effect. To this end, provisions of this Chapter are severable.

30.01.120 Inclusionary Housing.

(Added by Ordinance 188163; amended by Ordinances 189071, 189213, 189302, 190145, 190523, 191610, and 191973, effective January 1, 2025.)

A. Purpose statement. The purpose of the Inclusionary Housing (IH) program is to:

1. Establish an IH program structured to support the production of units affordable to households' earning 80 percent of the median family income (MFI), with an emphasis on households earning 60 percent MFI or less,

2. Structure the IH program to provide a variety of compliance options with an emphasis on mixed-income buildings in high opportunity areas.

3. Provide IH program options and requirements to support the production of a variety of affordable unit types regarding unit size and bedroom count.

4. Ensure IH units are equivalent to market rate units regarding in-unit amenities and are distributed throughout the building with access to all building amenities.

5. Allocate IH program fee-in-lieu, fees, and charges, collected and paid into the Inclusionary Housing Fund for housing opportunities affordable to households earning 80 percent MFI or less, with an emphasis on households earning 60 percent MFI or less.

B. Administration.

1. PHB will certify whether the applicant's proposed building, as defined in Portland City Code Section 3.103.020, meets the standards and any administrative requirements set forth in this Section.

2. Administrative rules for this Section will set forth clear and objective criteria to establish minimum standards for units restricted under the IH program.

3. PHB will review the Inclusionary Housing outcomes periodically in order to determine if the IH program options and incentives in Subsection 30.01.120 C. are consistent with City goals and market conditions.

C. Financial incentives. The following financial incentives are provided for the respective options of IH program compliance:

1. When the proposed building will include 20 percent of the units or total number of bedrooms configured as IH units at or below 80 percent MFI:

a. Ten-year property tax exemption in accordance with City Code Chapter 3.103; and

b. Construction Excise Tax exemption for the IH units in accordance with Portland City Code Subsection 6.08.060 A.2.

2. When the proposed building will include 10 percent of the units or total number of bedrooms configured as IH units at or below 60 percent MFI:

a. 10-year property tax exemption according to Chapter 3.103; and

b. Construction Excise Tax exemption for the IH units in accordance with Subsection 6.08.060 A.2.; and

c. SDC exemption for the IH units in accordance with Section 30.01.095.

3. When the proposed building elects to construct IH units offsite in a building that has yet to receive a building permit issuance from Portland Permitting and Development:

a. 10-year property tax exemption according to Portland City Code Section 3.103 for the building containing the IH units;

b. Construction Excise Tax exemption for the receiving building's IH units in accordance with Subsection 6.08.060 A.2.; and

c. SDC exemption for the receiving site's IH units in accordance with Section 30.01.095.

4. When the applicant elects to dedicate IH units in an existing building or building that has already received a building permit issuance, there are no financial incentives.

5. When the applicant elects the fee-in-lieu option, there are no financial incentives.

D. Standards. Buildings providing IH units must satisfy the following standards:

1. The IH units must meet clear and objective administrative criteria that ensure a reasonable equivalency between the IH units and the market-rate units in the Building;

2. The IH units must remain affordable for a period of 99 years;

3. Owners of the building subject to the IH program must execute a covenant with the City and record it with the property where the IH units are located;

4. The owner or a representative must submit annual documentation of tenant income and rents for the IH units to PHB;

5. The City may inspect the IH units for fire, life and safety hazards and for compliance with IH program requirements and may inspect files documenting tenant income and rents of the IH units; and

6. Failure to meet the requirements of the IH program applicable at the time the building permit is reviewed by PHB, or anytime during the 99-year affordability restriction period, will result in penalties as detailed in administrative rules and could result in legal action if unpaid.

7. When the required minimum IH units are reconfigured based on a percentage of the total number of bedrooms within the proposed building, the IH units must be provided in two or more bedrooms per unit.

30.01.130 Manufactured Dwelling Park Affordable Housing Density Bonus.

(Added by Ordinance 189783; amended by Ordinances 190523 and 191973, effective January 1, 2025.)

A. Purpose statement. By implementing the Manufactured Dwelling Park Affordable Housing Bonus Density Program (the "MDP Program"), the City has the following goals:

1. Support the preservation of lower-cost market rate housing in manufactured dwelling parks; and

2. Ensure there are a variety of housing types available to low-income and otherwise vulnerable people.

B. PHB will certify whether a manufactured dwelling park meets the affordability standards in Section 33.120.205 F.2.

C. Manufactured dwellings parks approved for the MDP Program must satisfy the following criteria:

1. Manufactured dwellings must remain affordable for a period of 99 years.

2. Owners are required to sign a regulatory agreement to be recorded on the title to the property receiving a density bonus under the MDP Program.

3. Owners must submit annual documentation of tenant income and rents for the affordable manufactured dwellings to PHB.

4. The regulatory agreement will authorize PHB to inspect files documenting tenant income and rents of the affordable manufactured dwellings for compliance with MDP Program requirements.

5. Failure to meet the requirements of the MDP Program will result in a penalty and could result in legal action.

Administrative rules for this Section will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the MDP program.

30.01.140 Deeper Housing Affordability FAR Density Program.

(Added by Ordinance 189805; Amended by Ordinances 190093, 190523, and 191973, effective January 1, 2025.)

A. Purpose statement. The City intends to implement the Deeper Housing Affordability FAR Density Bonus Program (the "DHA Program") to increase the numbers of dwelling units available for sale or for rent to households earning incomes that fall within particular City established parameters.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and requirements set forth in Portland City Code Subsection 33.120.211 C.2., Subsection 33.110.265 F., Subsection 33.110.210 D.1. and this Section.

2. Administrative rules for this Section will set forth clear and objective criteria to establish minimum standards for Affordable Housing units restricted under the DHA Program.

C. Standards. Buildings or sites approved for the DHA Program must satisfy the following criteria:

1. Dwelling units for sale must remain affordable for a period of at least 10 years and be available to households earning 80 percent or less of area MFI. Dwelling units for rent must remain affordable for a period of 99 years and be available to households earning 60 percent or less of area MFI;

2. Owners are required to sign a covenant that will encumber the property receiving a density bonus under the DHA Program and that will be recorded in the official records of Multnomah County;

3. For rental dwelling units, the owner or a representative must submit annual documentation of tenant income and rents to PHB;

4. The City may inspect any of the dwelling units in the building for compliance with DHA Program requirements and may inspect files documenting tenant income and rents of the affordable rental dwelling units; and

5. Failure to meet the requirements of the DHA Program will result in a penalty and may result in legal action.

D. Penalties.

1. In the event of a failure to meet the requirements of the DHA Program and the additional requirements established in the covenant, the City Administrator may choose to negotiate with the building owner to bring the building into compliance.

2. Should the City Administrator and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to the City as follows:

a. For-rent dwelling unit penalty. For a building or site with rental dwelling units, a penalty equal to multiplying the gross square feet of the residential and residential-related portions of the building or buildings by $23;
Interest. Interest on the entire unpaid for-rent dwelling unit penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;
Financial incentives. Repayment of any financial incentives and exemptions received according to code and administrative rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and
Additional penalties. The City Administrator may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by the City or a court of competent jurisdiction.
Upon the owner's payment in full of the applicable for-rent dwelling unit penalty, interest, financial incentives repayment amounts due, and payment of any additional penalties, the impacted building with rental dwelling units for rent will cease to be bound to the restrictions of the DHA Program and the City will release the covenant.

b. For-sale dwelling unit penalty. For a building with dwelling units for sale, repayment of the difference between the restricted sale price and the assessed value for each dwelling unit as stated in the Three-Bedroom Bonus Program Administrative Rules; and
Interest. Interest on the entire unpaid penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;
Financial incentive. Repayment of any financial incentives and exemptions received according to code and administrative rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and
Additional penalties. The City Administrator may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Section 2 are not timely paid in accordance with the timeframe prescribed by the City or a court of competent jurisdiction.
Upon the owner's payment in full of the applicable for-sale dwelling unit penalty, interest, financial incentives repayment amounts due and payment of any additional penalties, the impacted for-sale dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and the City the City Administrator will release the covenant.

30.01.150 FAR Transfer from Existing Affordable Housing Program.

(Added by Ordinance 190037; amended by Ordinances 190523 and 191973, effective January 1, 2025.)

A. Purpose statement. The City intends to implement the FAR Transfer from Existing Affordable Housing Program (the "Affordable Housing Transfer Program") to promote the preservation of existing affordable housing within the City.

B. Administration.

1. PHB will certify whether the applicant's existing Affordable Housing project meets the standards and requirements set forth in Subsection 33.120.210 D.1. and this Section.

2. Administrative rules for this Section will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Affordable Housing Transfer Program.

C. Standards. Affordable Housing projects approved for the Affordable Housing Transfer Program must satisfy the following criteria:

1. All of the Affordable Housing dwelling units located on a site wanting to transfer available FAR must have an existing affordability restriction related to funding provided by PHB for at least an additional 30 years from the date of application to PHB for the FAR transfer; and

2. The Affordable Housing dwelling units must be restricted to households earning 60 percent or less of area MFI.

30.01.160 Three-Bedroom Unit FAR Density Bonus Option Program.

(Added by Ordinance 190037; amended by Ordinances 190523 and 191973, effective January 1, 2025.)

A. Purpose statement. The City intends to implement the Three-Bedroom Unit FAR Density Bonus Option Program (the "Three-Bedroom Bonus Program") to increase the number of family-sized dwelling units available for sale or for rent to moderate-income households.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and requirements set forth in Portland City Code Subsection 33.120.211 C.3. and this Section.

2. Administrative rules for this Section will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Three-Bedroom Bonus Program.

C. Standards. Developments approved for the Three-Bedroom Bonus Program must satisfy the following criteria:

1. Dwelling units must remain affordable for a period of at least 10 years and be available to households earning 100 percent or less of area median income;

2. Owners are required to sign a covenant that will encumber the property receiving a density bonus under the Three-Bedroom Bonus Program, and will be recorded in the official records of Multnomah County;

3. For rental dwelling units, the owner or a representative must submit annual documentation of tenant income and rents to PHB;

4. The City may inspect the affordable dwelling units for fire, life, and safety hazards and for compliance with the Three-Bedroom Bonus Program requirements and may inspect files documenting tenant income and rents of the affordable rental dwelling units; and

5. Failure to meet the requirements of the Three-Bedroom Bonus Program will result in a penalty and may result in legal action.

D. Penalties.

1. In the event of a failure to meet the requirements of the Three-Bedroom Bonus Program and the additional requirements established in the covenant, the City Administrator may choose to negotiate with the building owner to bring the building into compliance.

2. Should the City Administrator and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to the City as follows:

a. For-rent dwelling unit penalty. For a building with rental dwelling units, a penalty equal to multiplying the gross square feet of the residential and residential-related portions of the building by $23;
Interest. Interest on the entire unpaid for-rent dwelling unit penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;
Financial incentives. Repayment of any financial incentives and exemptions received according to code and administrative rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and
Additional penalties. The City Administrator may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by the City or a court of competent jurisdiction.
Upon the owner's payment in full of the applicable for-rent dwelling unit penalty, interest, financial incentives repayment amounts due, and payment of any additional penalties, the impacted building with rental dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and the City Administrator will release the covenant.

b. For-sale dwelling unit penalty. For a building with dwelling units for sale, repayment of the difference between the restricted sale price and the assessed value for each dwelling unit as stated in the Three-Bedroom Bonus Program Administrative Rules; and
Interest. Interest on the entire unpaid penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;
Financial incentive. Repayment of any financial incentives and exemptions received according to code and administrative rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and
Additional penalties. The City Administrator may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Section 2 are not timely paid in accordance with the timeframe prescribed by the City or a court of competent jurisdiction.
Upon the owner's payment in full of the applicable for-sale dwelling unit penalty, interest, financial incentives repayment amounts due and payment of any additional penalties, the impacted for-sale dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and the City the City Administrator will release the covenant.

30.01.170 Certification Review Procedure for Affordable Housing Developments.

(Added by Ordinance 190523, Amended by Ordinance 191973, effective January 1, 2025.)

A. Purpose statement. The City intends to implement the Design Review and Historic Resource Review Certification for Affordable Housing Developments Program (Certification Programs) to increase the numbers of dwelling units available for sale or for rent to households earning incomes that fall within particular City established parameters.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and requirements set forth in Portland City Code Subsection 33.825.025 A., Table 825-1[2], or Subsection 33.846.060 B., Table 846-1[1], and this Section.

2. Administrative rules adopted for this Section will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Certification Programs.

C. Standards. Buildings or sites approved for the Certification Programs must satisfy the following criteria:

1. For Design Review Certification: Must have dwelling units for sale or for rent that will remain affordable for a period of at least 30 years and be available to households earning 60 percent or less of MFI with funding or a commitment of funding from a government;

2. For Historic Resource Review Certification: Must have dwelling units for sale or rent that will remain affordable for a period of at least 30 years and:

a. For a Type II procedure, have at least 50 percent of the total number of dwelling units affordable to those earning 60 percent or less of MFI; or

b. For a Type Ix procedure, have at least 90 percent of the total number of Dwelling Units affordable to those earning 60 percent or less of MFI.

3. Failure to meet the requirements of the Certification Programs may result in a penalty and may result in legal action.

30.01.180 Housing Development Financial Assistance

(Added by Ordinance 191973, effective January 1, 2025.)

A. Purpose statement.The purpose of financial assistance funding is to:

1. Support affordable housing development.

2. Support technical and professional services necessary to explore project feasibility of rental and ownership housing serving low- and moderate-income households.

3. Support housing stability for first-time, low-income home buyers through increased buying power and competitiveness in the market.

4. Support housing security for low-income homeowners through assistance for critical home repairs with a focus on health, safety and fire.

5. Reduce lead-based hazards in a home, especially homes with children under six years of age.

B. Definitions.

1. Affordable housing development includes but is not limited to the acquisition, disposition, construction, rehabilitation, and preservation of residential and mixed-use buildings that provide housing, services, and other public benefits to low- and moderate-income households.

2. Financial assistance includes but is not limited to applications or requests for a new loan or grant, assumption, subordination, modification, forgiveness, loan servicing, and restructuring.

3. Financial assistance funds and **financial assistance funding** means funding provided in the form of loans or grants for use in affordable housing development, homeownership assistance and home repair programs.

4. Guidelines means collectively, the Housing Development Guidelines and the Homeownership Assistance Program Guidelines.

5. Homeownership Assistance Program Guidelines means PHB's Financial Assistance Guidelines for Homeownership and Home Repair Assistance, previously adopted by the Council.

6. Housing Development Guidelines means PHB's Financial Assistance Guidelines for Affordable Housing Development, previously adopted by the Council.

7. Financial modifications mean any actions that modify loan or grant terms, including but not limited to increasing or decreasing loan or grant amounts, increasing or decreasing interest rates, extending loan terms, or modifying the type of loan to reduce or eliminate repayment obligations.

8. Financing documents means any documents, contracts, or agreements related to Financial Assistance, including but not limited to loan and grant agreements, trust deeds, notes, regulatory agreements, subordination agreements, purchase and sale agreements, and disposition and development agreements.

C. Administration.

1. The City Administrator may execute, amend, terminate, release, or subordinate financing documents.

2. PHB will review the affordable housing development outcomes periodically to determine if the use of financial assistance funds and the Housing Development Guidelines are consistent with City goals and market conditions.

3. PHB will review the homeownership and home repair outcomes periodically to determine if the use of financial assistance funds and the Homeownership Program Assistance Guidelines are consistent with City goals and market conditions.

4. The City Administrator may amend the Guidelines.

D. Approval authority.

1. PHB may advertise, review, and conditionally approve, reject and award Financial Assistance in accordance with policies and practices adopted by the City Administrator, this Section 30.01.180, and applicable administrative rules.

2. The City Administrator may approve affordable housing development, homeownership and home repair financial assistance by executing all related financing documents.

3. The City Administrator may approve or reject any actions that are related to existing financial assistance or financing documents, including but not limited to, assignments, subordinations, financial modifications, deferrals, collections, tax abatement actions, and the release or amendment of regulatory agreements.

Upcoming and Recent Changes

Ordinance 191610
Effective Date: March 1, 2024

Ordinance 191595
Effective Date: January 17, 2024

Ordinance Number 190905
Effective Date: July 29, 2022

Ordinance Number 190625
Effective Date: January 7, 2022

Ordinance No. 190381
Effective Date: August 1, 2021

Ordinance No. 190381 has two effective dates:

Directive b is effective April 30, 2021: Amend Titles 8, 15, 17, 21, and 30 of the Portland City Code, as shown in Exhibit B, Shelter to Housing Continuum Recommended Draft Volume Three—As-Amended, dated April 2021, but excluding the amendments to Subsection 17.14.070 H. Note: Directive b changes updated online May 4, 2021.

Directive c is effective August 1, 2021: Amend Title 29 and Subsection 17.14.070 H. of the Portland City Code as shown in Exhibit B, Shelter to Housing Continuum Recommended Draft Volume Three—As-Amended, dated April 2021. Note: Directive c changes will be posted online around August 1, 2021.

View all changes

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90.584
Park specific billing for water

90.600
Increases in rent

90.605
Persons authorized to receive notice and demands on landlord's behalf

90.610
Notice of proposed change in rule or regulation

90.620
Termination by tenant

90.630
Termination by landlord

90.632
Termination of tenancy due to physical condition of manufactured dwelling or floating home

90.634

ORS 90.600

Increases in rent

- limitations
- notice
- meeting with tenants
- effect of failure to meet

Up to date

Current through early 2024

§ 90.600's source at oregon.gov ▸

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Text Annotations

(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) If a rental agreement is a month-to-month tenancy to which ORS 90.505 (Definitions for ORS 90.505 to 90.850) to 90.850 (Owner affidavit certifying compliance with requirements for sale of facility) 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.

(3) The written notice required by subsection (2)(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) of this section, if the increase is above the amount allowed in subsection (2)(b) of this section; **and**

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

(4) A landlord is not subject to subsection (2)(b) 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) A landlord that increases rent in violation of subsection (2)(b) 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) This section does not create a right to increase rent that does not otherwise exist.

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

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

(9) *Intentionally left blank —Ed.*

(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 (Informal dispute resolution) 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. [Formerly 91.869; 1991 c.844 §8; 1995 c.559 §35; 1997 c.577 §26a; 1999 c.676 §21; 2001 c.596 §36; 2019 c.1 §3; 2019 c.625 §56; 2021 c.252 §2]

Source: Section 90.600 — Increases in rent; limitations; notice; meeting with tenants; effect of failure to meet, https://www.oregonlegislature.gov/bills_laws/ors/ors090.html.

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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

Eugene

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.

COUNCIL ORDINANCE NO. 20694

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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.

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(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

Kathy LaSch

City Recorder

Approved by the Mayor this

25 **day of July, 2023**

Lucy Vinis

Mayor

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.

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(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.

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(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.

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(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

Kathy LaSch

City Recorder

Approved by the Mayor this

25 **day of July, 2023**

Lucy Vinis

Mayor