

**Item 105. Amendments
February 2, 2017**

Motion to give an interim delegation to the director of housing bureau to be authorized to resolve any hardship applications that are presented to him or her on an interim basis: Moved by Fish and seconded by Wheeler for purposes of discussion. Motion withdrawn.

Motion to accept Eudaly amendments to subsections B and E; B: to change time period not less than 75 days to not less than 45 days; add E (1) and (2) regarding termination or increase of rent notices given as of the effective date of the ordinance: Moved by Eudaly and seconded by Fish. (Y-5)

Motion to change Subsection B “not more than 1 year” to “for a set period of time” and consider exemption for small landlords: Moved by Fritz and seconded by Wheeler for purposes of discussion. (No vote taken.)

Direct Portland Housing Bureau to establish an advisory body comprised of representatives from landlords, tenants and other interested parties to review any proposed changes to the law and to report to Council as needed, but at least prior to October 7, 2017: Moved by Fish and seconded by Wheeler for discussion purposes. (Y-5)

Motion to add to Subsection B “or to Landlord who rents out or leases out only one Dwelling Unit in the City of Portland: Moved by Fritz and seconded by Fish. (Y-4; N-1 Eudaly)

Motion to change subsection B “Landlord’s absence of not more than 1 year” to “3 years”: Moved by Fritz and seconded by Fish. (Y-5)

Motion to mirror Subsection B amendment regarding one Dwelling Unit in Subsection C: Moved by Fritz and seconded by Fish. (Y-5)

Motion to mirror Subsection B amendment regarding landlord absence of not more than 3 years in Subsection C: Moved by Fritz and seconded by Fish. (Y-5)

2-1-2017

Eudaly Amendments - revised exhibit for 2/2 meeting.
(as formatted by Code staff)

188219

30.01.085 Portland Renter Additional Protections.

(Added by Ordinance No. 187380, effective November 13, 2015.)

- 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 ~~Premises~~ covered by the Act. For purposes of this chapter, capitalized terms have the meaning set forth in the Residential Landlord and Tenant Act.
- B. A Landlord may terminate a Rental Agreement without a cause 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. Within 14 days after a Tenant receives the Not less than 75 days prior to the termination date provided in the Termination Notice, a Landlord shall 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. The This requirements of this Subsection does not apply to Rental Agreements for week-to-week tenancies, or to a Landlord who temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 1 year, or to Tenants that occupy the same Dwelling Unit as the Landlord. For purposes of the exception provided in this Subsection, "Dwelling Unit" is defined by PCC 33.910, and not by ORS 90.100. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring fixed-term lease 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.
- C. A Landlord may not increase a Tenant's Rent or Associated Housing Costs by 5 percent or more over a 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. Such 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 14 days after a Tenant receives an Increase Notice indicating a Rent increase of 10 percent or more within a 12 month period and a Tenant provides written notice to the Landlord of the Tenant's intent to terminate the Rental Agreement (the "Tenant's Notice"), then, within 14 days of receiving the Tenant's Notice, the Landlord shall 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. For purposes of this Subsection, a Landlord that conditions the renewal or replacement of an expiring lease on the Tenant's agreement to pay an increase in

the Rent or Associated Housing Costs increases the Tenant's Rent, and is subject to the provisions of this Subsection. The requirements of this Subsection do not apply to Rental Agreements for week-to-week tenancies, or to a Landlord who temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 1 year, or to Tenants that occupy the same Dwelling Unit, as defined in Subsection B of this Section, as the Landlord.

- D.** A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.085 shall be liable to the Tenant for an amount up to three months 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.
- E.** The provisions of this Section 30.01.085 concerning Relocation Assistance shall be in effect for the duration of the Housing Emergency declared by Council on October 7, 2015 by Ordinance 187371 and extended for a period of 1 year to October 6, 2017 by Ordinance 187973, and shall apply to all notices of termination and to all notices of increases of a Tenant's Rent or Associated Housing Costs pending as of the effective date of those provisions.

Wheeler
Amendment
2/2/17

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188219

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IMPACT STATEMENT

Legislation title: *Amend Affordable Housing Preservation and Portland Renter Protections to add relocation assistance for involuntary displacements of tenants (Ordinance; Amend Code Chapter 30.01)

Contact name: Jamey Duhamel

Contact phone: 503-823-3061

Presenter name: Jamey Duhamel

Purpose of proposed legislation and background information:

The city declared a Housing State of Emergency in October of 2015 and amended code to increase notice periods for no-cause evictions and rent increases beyond 5% annually to 90 days in November 2015. Since that time, the housing crisis has continued unabated and has seen a large number of Portland renters negatively impacted by involuntary displacements. This proposal would request relocation assistance from landlords in the form of a flat-rate based on unit size to any tenant who receives a no-cause eviction, and for any tenant forced to move due to a rent increase of 10% or more in a 12-month period.

The purpose of this proposal is to mitigate the damages of involuntary displacement on families, particularly children, as well as the external costs born by the city and community when families need additional assistance and resources to access new housing.

This proposal is added to the current ordinance language regarding 90 day notices for no-cause evictions and rent increases and does not change the nature of that code in any way.

Financial and budgetary impacts:

N/A

Community impacts and community involvement:

This proposal will have significant impact on renters in Portland by giving them additional resources to find replacement housing when their current living situation is taken through no fault of their own. Mitigating involuntary displacements allows communities to remain relatively stable, and creates a more equitable cost burden to low income families. Children are more likely to remain in their schools of choice, and adults are better able to maintain their jobs, their health providers, and their cultural connections.

We have reached out to tenant advocates, housing advocates, homeless advocates, lawyers, PSU professors, landlords, state elected officials, Portland Housing Bureau, labor unions, and organizations representing communities of color to get input and feedback on this proposal. The support is universal as the proposal is recognized as a significant benefit to cost burdened renters and folks from disadvantaged communities.

We anticipate opposition from organizations that represent landlords.

We will be inviting various groups and individuals to speak on a panel before public testimony.

Budgetary Impact Worksheet

Does this action change appropriations?

- YES:** Please complete the information below.
- NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount