

Draft Permanent Administrative Rule

Rental Housing Application and Screening

I. Purpose and Scope

Under PCC 30.01.086 Landlords in the City of Portland are required to adhere to additional requirements, beyond federal and state law, related to the application and screening process for rental housing. These administrative rules provide additional clarification and requirements for several subsections of PCC 30.01.086.

II. Definitions

- A. **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.
- B. **Applicant** means a person applying to reside in a Dwelling Unit. When there are multiple persons who will reside in common within a Dwelling Unit, Applicant shall refer 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.
- C. **Dwelling Unit** has the meaning given in PCC 33.910.030, as amended from time to time, and not by ORS 90.100 unless otherwise specified.
- D. **Landlord** has the meaning given in ORS 90.100, as amended from time to time.
- E. **Open Application Period** means the start of the date and time the Landlord will begin processing applications.
- F. **PHB** means the Portland Housing Bureau.
- G. **Rent** has the meaning given in ORS 90.100, as amended from time to time.
- H. **Rental Agreement** has the meaning given in ORS 90.100, as amended from time to time.
- I. **Tenant** has the meaning given in ORS 90.100, as amended from time to time.

III. Notice of Dwelling Unit Availability

- A. If a Landlord is advertising for availability more than one Dwelling Unit in the same building at the same time, the Landlord can fulfill the requirements of PCC 30.01.086.C.1 by:
 - 1. Publishing notices for rental of the available Dwelling Units through a combined notice that specifies the following:
 - a. The number of Dwelling Units available;
 - b. The range of number of bedrooms in the available Dwelling Units;
 - c. The range of available Dwelling Unit sizes;
 - d. The range of Rents for available Dwelling Units;
 - e. When the Landlord will begin to process applications;
 - f. A description of the factors the Landlord will consider in evaluating Applicants if the Landlord intends to charge a screening fee; and
 - g. Whether the available units are Accessible Dwelling Units.

IV. Verifiable and Repeated Rental Agreement for Application Evaluation

A. A Landlord owning Dwelling Units within the City of 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 under the following circumstances:

1. Rental Agreement violations are repeated and verifiable when:
 - a. At least 3 violations have occurred, where each violation occurred within 1 year of another, and the most recent violation occurred within 365 days before the Applicant's submission date;
 - b. All 3 violations of the Rental Agreement are material and severe in nature.
 - c. The Tenant received notice of each violation in writing at the time of each violation; and
 - d. Each violation was not dismissed nor resulted in a general judgment for the Applicant before the Applicant submitted the application.

V. Responsibility

PHB is responsible for managing and implementing this rule.

VI. History

Date adopted: **TBD**



Portland Housing Bureau

Rental Services Office

Mayor Ted Wheeler • Director Shannon Callahan

421 SW 6th Avenue, Suite 500 • Portland, OR 97204

PHONE 503-823-1303 • FAX 503-865-3260

portlandoregon.gov/phb/rso

Rental Services Helpdesk Hours

MON, WED, FRI 9–11am and 1–4pm

Right to Request a Modification or Accommodation Notice Required Under Portland City Code Title 30.01.086.C.3.B

Within the City of Portland, a landlord is required to include this notice (*Notice 30.01.086.C.3.B*) with application forms for the rental of a vacant dwelling unit.

The following guidance is provided by the United States Department of Housing and Urban Development, reproduced here for informational purposes only.

[www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications]

Rights and Obligations Under Federal Law

Various federal laws require housing providers to make reasonable accommodations and reasonable modifications for individuals with disabilities. Federal nondiscrimination laws that protect against disability discrimination cover not only tenants and home seekers with disabilities, but also buyers and renters without disabilities who live or are associated with individuals with disabilities. These laws also prohibit housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because they require reasonable accommodations or modifications.

The Fair Housing Act

Under the Fair Housing Act a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. The Fair Housing Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public and common use areas.

In addition, the Fair Housing Act prohibits a housing provider from refusing to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Reasonable Accommodations

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program



obligations. Please note that the ADA often refers to these types of accommodations as “modifications.”

Any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements is a reasonable accommodation. In other words, reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities, including both private housing and in federally-assisted programs or activities. Housing providers may not require persons with disabilities to pay extra fees or deposits or place any other special conditions or requirements as a condition of receiving a reasonable accommodation.

Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny persons with disabilities an equal opportunity to enjoy a dwelling or participate in the program. Not all persons with disabilities will have a need to request a reasonable accommodation. However, all persons with disabilities have a right to request or be provided a reasonable accommodation at any time.

Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications.

Reasonable Modifications

Under the Fair Housing Act, a reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom. Under the Fair Housing Act, prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303
TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译
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This requirement is in addition to any other rights and responsibilities set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

The information in this form is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.



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Statement of Applicant Rights and Responsibilities Notice Required Under Portland City Code Title 30.01.086.C.3.C

Within the City of Portland, a landlord is required to include this notice (*Notice 30.01.086.C.3.C*) with application forms for rental housing.

City of Portland Applicant Rights

The City of Portland has adopted local requirements that provide additional rights and responsibilities for landlords and applicants for rental housing, beyond state law requirements, during the advertising and application process. These additional requirements cover:

- How available rentals are noticed and what information is included in the notice
- What information must be included in the application forms
- How applications are processed and the order that applicants will be considered
- What income requirements are acceptable
- How much can be charged in security deposits
- How much can be charged in screening fees
- What the screening criteria options are for a landlord (low barrier or landlord choice)
- What the process for denying an applicant is for either screening criteria option
- How applicants can appeal a landlord's decision
- Landlords or rental units that are exempt from the City of Portland requirements
- Penalties for failure to comply with City of Portland requirements

Detailed information is available at: [www.portlandoregon.gov/phb/79521] or by contacting the Rental Services Office at (503) 823-1303 or rentalservices@portlandoregon.gov.





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Rental Housing Security Deposits

I. Purpose and Scope

Under PCC 30.01.087 Landlords in the City of Portland are limited in how much they can collect for a Security Deposit and must follow supplemental requirements on how funds can be withheld for repairs and replacements. The code also outlines requirements on the process for documenting and maintaining the Dwelling Unit Condition Report, holding a Security Deposit in a separate bank account, and providing notices of rights and Rent payment histories. These administrative rules provide additional clarification and requirements for several subsections of PCC 30.01.087.

II. Definitions

- A. **Condition Report** is a form provided by the Landlord, noting the condition of all fixtures, appliances, equipment, and personal property listed in the Rental Agreement, and noting damage.
- B. **Depreciation Schedule** means the most recent version of the *Fixture, Appliance, Equipment, and Personal Property Depreciation Notice 30.01.087.C.1* published by PHB in accordance with PCC 30.01.087.
- C. **Dwelling Unit** has the meaning given in ORS 90.100, as amended from time to time
- D. **Landlord** has the meaning given in ORS 90.100, as amended from time to time.
- E. **PHB** means the Portland Housing Bureau.
- F. **Rental Agreement** has the meaning given in ORS 90.100, as amended from time to time.
- G. **Security Deposit** has the meaning given in ORS 90.100, as amended from time to time.
- H. **Tenant** has the meaning given in ORS 90.100, as amended from time to time.

III. Condition Reports

- A. If the Landlord disputes the Condition Report, the Tenant and the Landlord must attempt to obtain third-party validation of the condition of the Dwelling Unit. If third-party validation of the condition of the Dwelling Unit is unsuccessful, and the Landlord does not pursue a claim and judgement in the court, the Tenant's Condition Report shall establish the baseline condition of the Dwelling Unit.
 - 1. The third party should be a neutral party, and not an established associate or family member of the Landlord or the Tenant.
 - 2. The Landlord and the Tenant are encouraged to independently document the condition of the Dwelling Unit. Documentation should note the date of documentation and condition of items that could be contested.
 - 3. Should a claim and judgement in the court be pursued, the prevailing party is entitled to reasonable attorney fees and court costs.

B. The Landlord shall update the Condition Report to reflect all repairs and replacements impacting the Dwelling Unit during the term of the Rental Agreement that the Landlord intends to apply against the Tenant Security Deposit. The Landlord shall provide the updated Condition Report to the Tenant.

1. Updated Condition Reports must describe:
 - a. The repair or replacement date(s);
 - b. The damage being repaired or replaced; and
 - c. The cost of the repair or replacement.
2. Replaced items should be noted along with the item purchase date, item condition, and depreciated value.
3. If the Tenant disputes the updated Condition report, the Tenant and the Landlord may attempt to obtain third-party validation of the updated condition, or pursue a claim and judgement in the court.

IV. Security Deposit Withholdings

- A. 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 and to which a depreciated value is attached in accordance with the Depreciation Schedule published by PHB.
- B. A Landlord may provide documentation reasonably acceptable to a Tenant demonstrating why a different calculation is justified for a fixture, appliance, equipment, or personal property.
 1. Documentation must include:
 - a. The current value of the fixture, appliance, equipment, or personal property;
 - b. An explanation of why a value derived from the Depreciation Schedule is inapplicable for the fixture, appliance, equipment, or personal property; and
 - c. A justification of the repair or replacement cost of the fixture, appliance, equipment, or personal property has been calculated or determined.

V. Responsibility

PHB is responsible for managing and implementing this rule.

VI. History

Date adopted: **TBD**



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Rental History Form Required Under Portland City Code Title 30.01.087.F

Within the City of Portland, a landlord is required to provide this completed form (*Form 30.01.087.F*) to a tenant within 5 business days of receiving a request from a tenant, receiving notice from the tenant of intent to terminate the tenancy, or when a landlord gives notice of intent to terminate a tenancy. This form may be transmitted in digital or paper form.

Tenant Information

Tenant Name: _____

Landlord Information

Landlord Name: _____

Contact Information: _____

Residency Information

Move-in Date: _____ Move-out Date: _____

End of Residency: No Cause Termination For Cause Termination

Qualify landlord reason Tenant Non-renewal

List any Rental Agreement Violations Associated with a Termination of Tenancy: _____

Landlord Signature: _____ Date: _____



Previous Two-Year Rent Payment History *(A payment ledger detailing the same information may be used to meet the requirements of this form)*

Month	Year	Paid	Fee or Non-Payment Notice	Notes
<i>Month</i>	<i>Year</i>	<i>Yes/No</i>	<i>Yes/No/72 hour/etc.</i>	-



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Fixture, Appliance, Equipment, and Personal Property Depreciation Schedule Required Under Portland City Code Title 30.01.087.C.1

Within the City of Portland, 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 and to which a value is attached in accordance with the depreciation schedule published in this notice (*Notice 30.01.087.C.1*).

A landlord may provide documentation reasonably acceptable to a tenant demonstrating why a different calculation is justified for a particular item so long as the documentation includes:

1. The current value of the item;
2. An explanation of why a value derived from the depreciation schedule is inapplicable to the item; and
3. A justification of the repair or replacement cost of the item.

City of Portland Requirements

When determining the amount of security deposit funds to withhold for the repair and replacement of appliances or equipment, fixtures, or personal property, a landlord must discount the value by the following depreciation schedule:

Appliances or Equipment (includes items such as refrigerators, microwave ovens, stovetops, ovens, dishwashers, etc.) depreciate over 15 years, or 6.67% per year.

Fixtures (includes items such as faucets, sinks, toilets, tubs, flooring, cabinetry, etc.) depreciate over 20 years, or 5% per year.

Personal Property (includes all other non-structural elements not covered by the fixtures, appliances, or equipment depreciation schedule) depreciate over 30 years, or 3.34% per year.

Example of Calculating Value

Year 0: Appliance or equipment purchased for \$300

Year 8: Value = \$140

Calculation

\$300 purchase price / 15-year depreciation = \$20 depreciation per year

\$20 depreciation per year x 8 years = \$160 of value depreciation

\$300 purchase price - \$160 of value depreciation = **\$140 of value**





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