UPDATE INFORMATION

Vols. I & II – Portland City Code

September 30, 2020 – Quarterly Update

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Previous Update Packet June 30, 2020

CODE OF THE CITY OF PORTLAND, OREGON
Insertion Guide for Code Revisions
Office of the City Auditor 503-823-4082
3rd Quarter 2020 (September 30, 2020)

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TITLE 13 - BEES AND LIVESTOCK

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TITLE 13 – BEES AND LIVESTOCK

(Title replaced by Ordinance No. 190086, effective September 4, 2020.)

CHAPTER 13.10 - PURPOSE AND DEFINITIONS

Sections:

13.10.010 Purpose.
13.10.020 Definitions.

13.10.010 Purpose.

The purpose of this Title is to allow Portland residents to keep bees and livestock in an urban environment under certain circumstances and in a manner that supports the health and safety of people and animals, and reduces animals-related nuisances such as vermin, smells, noise and property damage by:

A. Establishing and enforcing a maximum number of smaller livestock, such as chickens, ducks, rabbits and miniature goats, that could be allowed on a lot based on the type of animal, the size of the lot and a minimum required area dedicated to the animal.

B. Allowing larger livestock, such as horses, cattle, standard sheep and goats, as well as domestic fowl with loud and potentially aggressive behaviors, such as geese, turkeys and peacocks, only on lots that allow agricultural land uses.

C. Establishing standards for livestock facilities that keep animals humanely and reduce animal-related nuisances.

D. Providing best practice recommendations for bee and livestock keepers to improve animal husbandry knowledge that supports the needs of the animals and reduces animal-related nuisances.

E. Establishing procedures for addressing animal-related nuisances and violations to these regulations.

13.10.020 Definitions.

As used in this Chapter, unless the context requires otherwise:

A. **"Apiary"** means the place where bee colonies are located.

B. **"Bees"** mean honey-producing insects of the species *apis mellifera* commonly known as honeybees.

C. **"Beekeeper"** means a person who owns or has charge of one or more colonies of bees.

D. **"Director"** means the Director of the City of Portland Bureau of Planning and Sustainability, or their designee.

E. **"Livestock"** means animals including, but not limited to: fowl, horses, mules, burros, asses, cattle, sheep, goats, llamas, emu, ostriches, rabbits, swine, or other domesticated farm animals excluding dogs and cats. For the purposes of this Title there are two categories of "livestock".

1. **"Backyard Livestock"** are small animals that may be kept humanely in urban backyards with minimum impacts to adjacent properties. These animals include, but are not limited to: small domestic fowl, such as chickens, ducks, and pigeons; rabbits; and some miniature breeds of livestock (e.g., goats, sheep, pigs).

2. **"Large Livestock"** are larger animals than Backyard Livestock and due to their size, require more space than typically available in an urban backyard to be kept humanely without the potential for significant negative impacts on adjacent properties. These animals include, but are not limited to: horses (standard and miniature); cattle; llamas; and standard size sheep and goats.

F. **"Livestock Facility**" means the area used for the keeping and confinement of livestock, including but not limited to shelters such as coops, hutches, stables and outdoor pen areas.

G. **"Livestock Keeper"** means any person who harbors, cares for, or exercises control over livestock animals.

H. **"Livestock Owner"** means the person who owns livestock.

I. **"Person"** means any natural person, association, partnership, firm, corporation or other legal entity.

J. **"Specified Animal Facility Permit"** means a permit granted by Multnomah County for the keeping of bees or livestock.

CHAPTER 13.20 - ADMINISTRATION AND ENFORCEMENT

Sections:

13.20.010 Administration and Enforcement; Powers and Duties of Director.
13.20.020 Existing Specified Animal Facility Permits.

13.20.010 Administration and Enforcement; Powers and Duties of Director.

A. It shall be the responsibility of the Director to enforce the provisions of this Title.

B. The Director is authorized to inspect property for the purpose of enforcing this Title. Persons designated by the Director to enforce this Title shall bear satisfactory identification reflecting the authority under which they act and such identification shall be shown to any person requesting it.

C. The Director may adopt procedures, forms and penalties necessary for administering and exercising the authority under this Title.

13.20.020 Existing Specified Animal Facility Permit Holders

A. **Bees.** If the number of permitted hives as of August 1, 2020 exceeds the number allowed by this Title, the number of hives may be maintained if the provisions of this Title and the conditions of approval of the permit issued by Multnomah County are met.

B. **Livestock.** If the number of permitted livestock animals as of August 1, 2020 exceeds the number allowed by this Title, the animals be will allowed to be kept through the reminder of their lives but may not be replaced beyond the number currently allowed by this Title. Permitted animals that were on site as of August 1, 2020 that are no longer allowed under Title 13 (e.g., livestock only allowed in zones where agricultural uses are allowed) may live out their lives but cannot be replaced. The provisions of this Title and the conditions of approval of the permit issued by Multnomah County must be met.

CHAPTER 13.30 - KEEPING BEES

Sections:

13.30.010 Owner Responsibilities.
13.30.030 Apiary Standards.

13.30.010 Owner Responsibilities.

A. **Requirements and best practice recommendations**. All beekeepers must meet the provisions of this Title and any administrative rules for best practices determined applicable by the Director.

B. **Nuisances complaints.** Beekeepers are required to respond immediately to remediate nuisance complaints regarding their bees such as, but not limited to: hive placement, swarming, waste removal, watering practices, or hive entrance orientation.

C. **Oregon Department of Agriculture**. Beekeepers must comply with all Oregon Department of Agriculture registration requirements.

D. **Neighbor notification.** Prior to installing beehives, beekeepers must send a letter to the owners of the properties within 150 feet of the site outlining their intention to keep beehives on their property and how the provisions of this Title and any administrative rules for best practices will be met. The letter shall include information on how to contact the beekeeper for more information, to ask questions or to share feedback. Beekeepers shall keep documentation to prove this requirement has been met. This requirement is meant to allow neighbors an opportunity to become aware of and comment, in an informal manner, before the beehives are installed. By sharing information and concerns, all involved have the opportunity to identify ways to resolve potential conflicts. While the comments from the neighbors are not binding, a collaborative approach is encouraged.

13.30.020 Apiary Standards.

A. **Maximum Number of Hives.** Up to four (4) hives may be kept on any lot. Up to six (6) hives may be kept on lots 10,000 square feet and greater. During the months of April through August an additional three (3) hives may be kept to accommodate the formation of additional hives through the splitting of existing hives or collection of swarms. There is no maximum number of hives on lots that allow agricultural uses through Title 33: Zoning, or that have an approved conditional use.

B. **Maintenance.** All hives must be kept in sound and usable condition with adequate space and management techniques to prevent overcrowding and swarming.

C. **Water.** There must be a convenient source of water available to the bees at all times during the months of March through October.

D. **Flyaway barrier.** Hives must meet one of the following standards that direct bees to fly at an elevation of at least 6 feet above ground level as they leave the property where their hives are located.

1. A flyaway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof established and maintained parallel to the lot line and extends 10 feet beyond the hives in each direction; or

2. The hives are located at least 10 feet above ground level; or

3. Neighboring structures or vegetation create a flyaway barrier that direct bees to fly at an elevation of at least 6 feet above ground level as they leave the property where their hives are located.

E. **Setbacks.**

1. Hives must be located at least 3 feet from all property lines.

2. Hives must be located at least 15 feet from public walkways and streets and any public outdoor spaces used for, but not limited to, seating, playgrounds and recreational fields.

3. On lots with more than one residential unit, hives must be located at least 15 feet from the walls of all residential units and any outdoor spaces used for, but not limited to, seating, playgrounds and recreational fields.

F. **Other development standards**. If applicable, all structures must comply with the City's building code and must be consistent with the requirements of any applicable zoning code, condition of approval of a land use decision or other land use regulation

CHAPTER 13.40 - KEEPING LIVESTOCK

Sections:

13.40.010 Owner Responsibilities.
13.40.020 Backyard Livestock.
13.40.030 Large Livestock.
13.40.040 Livestock Facility Standards.

13.40.010 Owner Responsibilities.

A. **Requirements and best practice recommendations**. All livestock keepers must meet the provisions of this Title and any administrative rules for best practices determined applicable by the Director.

B. **Nuisance complaints.** The keeping of livestock will not create a nuisance or disturb neighboring residents due to noise, odor, damage or threats to public health. Livestock keepers are required to respond immediately to remediate nuisance complaints, including but not limited to: waste removal and general upkeep of the livestock facility, feeding or watering practices that attract rats, animal noises and animals roaming off the property they are being kept.

C. **Contagious diseases.** A livestock keeper must contact a licensed veterinarian to examine any animal believed to have a disease contagious to animals (e.g., mange, eczema) or humans (e.g., ringworm, hepatitis, rabies). The animal in question must be confined in a secure enclosure until it is declared free of the disease by a licensed veterinarian.

13.40.020 Backyard Livestock.

A. **Chickens and other domestic fowl.**

1. Up to four (4) chickens, ducks, pigeons and/or other similarly sized domestic fowl may be kept on any lot. Up to six (6) small domestic fowl may be kept on lots 10,000 square feet and greater. In addition to these numbers, up to four (4) small domestic fowl under 12 weeks of age are allowed. There is no maximum number on lots 20,000 square feet or greater that allow agricultural uses through Title 33: Zoning, or that have an approved conditional use.

2. Geese, turkeys, peacocks, emus and/or other larger domestic fowl that have a tendency to be loud and/or aggressive, may be kept on lots 20,000 square feet or greater that allow agricultural uses through Title 33: Zoning, or that have an approved conditional use. Six (6) geese, turkeys, peacocks, emus or other similarly sized domestic fowl are allowed on lots 20,000 square

feet or greater. Two (2) additional animal is allowed for each 5,000 square feet greater than 20,000 square feet.

3. It is unlawful to have or keep roosters except for agricultural purposes on lots that allow agricultural uses.

4. It is unlawful to color or dye any fowl under two months of age.

B. Rabbits.

1. Up to four (4) rabbits may be kept on any lot. Up to six (6) rabbits may be kept on lots 10,000 square feet and greater. These numbers do not include rabbits under 12 weeks of age that are the offspring of a resident female rabbit. There is no maximum number on lots 20,000 square feet or greater that allow agricultural uses through Title 33: Zoning, or that have an approved conditional use.

2. It is unlawful to color or dye any rabbit under two months of age.

C. Miniature goats and miniature sheep.

1. Up to three (3) miniature goats and/or miniature sheep may be kept on any lot. Up to five (5) miniature goats and/or miniature sheep may be kept on lots 10,000 square feet and greater. Nursing offspring that exceed the number allowed may be kept until weaned, but no longer than 12 weeks from birth. There is no maximum number of miniature goats and/or miniature sheep on lots 20,000 square feet or greater that allow agricultural uses through Title 33: Zoning, or that have an approved conditional use.

2. Upon request from the Director, animal keepers must produce documentation that their animal is a recognized miniature breed and weights no more than100 lbs.

3. Standard size goats and sheep must meet the standards of Large Livestock Section 13.40.030.

D. Miniature pigs.

1. Up to two (2) miniature pigs [commonly referred to as Miniature Vietnamese, Chinese or Asian Potbelly pigs (*sus scrofa vittatus*)] may be kept on any lot if the pig's maximum height is no greater than 22 inches at the shoulder and it weighs no more than 150 pounds.

2. Upon request from the Director, animal keepers must produce documentation that their animal is a recognized miniature breed and weights no more than 150 lbs.

3. With the exception of Subsection 13.40.020 D.1., it is unlawful to have or keep any live pigs or swine for a period longer than 3 days.

13.40.030 Large Livestock.

Large Livestock may only be kept on lots 20,000 square feet or greater that allow agricultural uses through Title 33: Zoning, or that have an approved conditional use.

A. Maximum number

1. Two (2) standard goats, standard sheep, miniature horses, or other similarly sized livestock are allowed on lots 20,000 square feet or greater. One (1) additional animal is allowed for each 10,000 square feet greater than 20,000 square feet.

2. One (1) horse, cow, llama or similarly sized livestock is allowed on lots 20,000 square feet or greater. One (1) additional animal is allowed for each 20,000 square feet greater than 20,000 square feet.

B. Additional standard for Large Livestock. It is unlawful to picket any Large Livestock or allow them to roam, so that it may approach within 50 feet of any building used as a residence, or any commercial building in which foodstuff is prepared, kept or sold.

13.40.040 Livestock Facility Standards.

A. Required area dedicated to livestock

1. Chickens and other domestic fowl. Each fowl over 12 weeks of age must be provided a minimum of 10 square feet of usable shelter or pen area.

2. Rabbits. Each animal over the age of 12 weeks must be provided a minimum of 4 square feet of usable shelter or pen area. A doe and her litter must be provided at least 7.5 square feet of shelter or pen area.

3. Miniature goats, sheep and pigs. Each of these animals, other than their young under the age of 12 weeks, must be provided a minimum of 200 square feet of usable shelter or pen area.

4. Miniature horses and standard size goats and sheep. Each of these animals, other than their young under the age of six months, must be provided a minimum of 10,000 square feet of usable shelter or pen area.

5. Cows, horses and similar large livestock. Each of these animals, other than their young under the age of six months, must be provided a minimum of 25,000 square feet of usable shelter or pen area.

B. **General standards.** The following standards must be met to ensure the livestock facility is in good repair, capable of being maintained in a clean and sanitary condition, free of vermin, disease, and obnoxious smells.

1. The health or well-being of the animal must not in any way be endangered by the manner of keeping or confinement;

2. The livestock facility must be adequately lighted and ventilated;

3. A replaceable ground cover, appropriate to the type of animal being kept, must be used to reduce smells and flies; and

4. All food and any materials that attract vectors must be stored in vector-proof containers.

C. **Secure enclosure.**

1. Livestock facilities must be designed and maintained to confine the livestock. Under the livestock keeper's supervision livestock may be allowed outside of the livestock facility but must stay on the property it is being kept. Livestock may never be allowed to roam at large.

2. On lots with more than one residential unit, livestock must be confined to the livestock facility at all times.

3. Adequate safeguards must be made to prevent unauthorized access to the animals by general members of the public.

D. **Setbacks.**

1. Structures in a livestock facility must be located at least 3 feet from side and rear property lines and at least 10 feet from the front property line.

2. On lots with more than one residential unit, livestock areas must be located at least 15 feet from the walls of all residential units and any outdoor spaces used for activities such as, but not limited to, seating, playgrounds and recreational fields.

E. **Other development standards.** If applicable, all development in the livestock facility must comply with the City's building code and must be consistent with the requirements of any applicable zoning code, condition of approval of a land use decision or other land use regulation.

CHAPTER 17.88 - STREET ACCESS

Sections:

17.88.001 Purpose.
17.88.010 Definitions.
17.88.020 For Building and Planning Actions.
17.88.030 Location of Multiple Dwellings.
17.88.040 Through Streets.
17.88.050 Transportation Impact Study.
17.88.060 Dedication Prior to Permit Approval.
17.88.070 Routes of Travel in Park Areas.
17.88.090 Local Transportation Infrastructure Charge Required.

17.88.001 Purpose.

(Added by Ordinance No. 177028; amended by Ordinance No. 182760, effective June 5, 2009.) The purpose of this chapter is to describe the requirements for a transportation impact study, to ensure an adequate level of street connections to serve land uses, and to ensure that improvements to these streets are made in conjunction with development consistent with fire, life safety, and access needs.

17.88.010 Definitions.

(Replaced by Ordinance No. 177028; amended by Ordinance No. 187681, effective May 13, 2016.) As used in this Chapter, the following terms shall have the following definitions:

A. **"Exceptional Habitat Quality" f**or connectivity purposes:

1. Riparian-associated wetlands protected with environmental zones;

2. Locally or regionally rare or sensitive plant communities;

3. Important forest stands contributing multiple functions and values to the adjacent water feature habitats of sensitive, threatened or endangered wildlife species; or

4. Habitats that provide unusually important wildlife functions, such as (but not limited to) a major wildlife crossing/runway or a key migratory pathway.

B. **"Mixed-Use Area"** is compact development that allows a mix of uses, either within buildings or among buildings, and includes residential development as one of the potential components. Mixed-use areas include all commercial zones (CN1 and 2, CO1 and 2, CM, CS, CG, and CX), the EX, Central Employment Zone, and the IR, Institutional Residential Zone, All other employment zones, industrial zones, and the Open Space Zone are not included.

C. **"Significant alterations"** are changes to property that are 35 percent or greater than the assessed value of all improvements on the site. Mandatory improvements for fire, life safety and accessibility do not count toward the threshold.

D. **"Single-family residential zone"** means any of the Single-Dwelling Zones identified in Title 33 of the City Code.

E. **"Frontage"** means the length of public right-of-way adjacent to a property, measured in feet, but does not apply to collectors, arterials, or alleyways.

F. **"Unimproved street"** means any local street without a curb other than a local street that has been formally accepted by the Bureau of Transportation as having been fully built to an adopted Residential Shared or Residential Separated City street standard that does not require a curb.

G. **"Local street"** means any street classified as a Local Service Street in the City's adopted Transportation System Plan.

H. **"Subdivision"** means a division of land into four or more lots.

I. **"Local Transportation Infrastructure Charge"** is a charge collected to fund improvements to the City's network of unimproved local streets and adjacent or related transportation facilities.

17.88.020 For Buildings and Planning Actions.

(Replaced by Ordinance No. 177028; amended by Ordinance Nos. 182760, 184957 and 187681, effective May 13, 2016.) All building permits and planning actions are subject to the following:

A. No single family, multiple dwelling, industrial or commercial building shall be constructed, or altered so as to increase its number of occupants, or make significant alterations to a building without resulting in increased occupancy, on property that does not have direct access by frontage or recorded easement with not less than 10 feet width of right of way to a street used for vehicular traffic.

B. If a street adjacent to a property described in Subsection A. above does not have a standard full-width improvement, including sidewalks, the owner, as a condition of obtaining a building permit, conditional use, zone change, land partition or adjustment, shall provide for such an improvement or a portion thereof as designated by the Director of the Bureau of Transportation in accordance with provisions elsewhere in this Title. The payment of a Local Transportation Infrastructure Charge will satisfy the requirements of this Subsection.

C. Based on findings that a standard improvement is not feasible, the Director of the Bureau of Transportation may allow a temporary improvement appropriate for the circumstances, on the condition that the City will not maintain said temporary improvement and the owner will provide the City with a notarized document,

approved as to form by the City Attorney, to be filed with the County in which property is located, stating that the present and future owners will be counted in favor of any proposed standard improvement of said street. Fee for said filing and any other expense of the City incidental to accomplishing the temporary improvement shall be paid by the owner.

17.88.030 Location of Multiple Dwellings.

(Replaced by Ordinance No. 177028; amended by Ordinance No. 182760, effective June 5, 2009.) Unless permitted as part of an approved Planned Development the Council permits by ordinance, no multiple dwellings or accessory building shall be so located on any lot, block, tract or area within the City that any portion of the dwelling or building will be more than 250 feet from a dedicated street abutting the lot or block or that portion of a tract or area on which the multiple dwelling or accessory building shall have direct access to such street by way of an approved roadway.

17.88.040 Through Streets.

(Replaced by Ordinance No. 177028; amended by Ordinance No. 184957, effective November 25, 2011.) Street connectivity provides access to adjacent properties and reduces out-of-direction travel. New or expanding development must include the following:

A. Through streets as required by the Director of the Bureau of Transportation connecting existing dedicated streets, or at such locations as designated by the Director of the Bureau of Transportation, shall be provided for any development or redevelopment.

B. Partial-width streets as required by the Director of the Bureau of Transportation where full-width streets could reasonably be provided in the future with the development or redevelopment of abutting property.

C. New residential development or development in existing or future mixed-use areas that will require construction of new street(s) must:

1. Respond to and expand on the adopted street plans, applicable to the site or area, or in the absence of such plan, as directed by the Director of the Bureau of Transportation;

2. Provide for street connections no further apart than 530 feet, except where prevented by barriers such as topography, railroads, freeways, pre-existing development, or natural features where regulations do not allow construction of or prescribe different standards for streets;

3. Provide bicycle and/or pedestrian connections when full street connections are not possible, no further apart than 330 feet except where prevented by barriers as noted above;

4. Limit the use of cul-de-sac or closed street systems; and

5. Include street cross section(s), as directed by the Director of the Bureau of Transportation.

D. Street and pedestrian/bicycle spacing standards may be modified in areas of exceptional habitat quality to the following standards:

1. Where streets must cross over protected water features, provide crossings at an average spacing of 800 to 1,200 feet, unless exceptional habitat quality or length of crossing prevents a full street connection.

2. Pedestrian and bicycle connections that cross protected water features should have an average spacing of no more than 530 feet, unless exceptional habitat quality or length of crossing prevents a connection.

17.88.050 Transportation Impact Study.

(Replaced by Ordinance No. 177028, effective December 14, 2002.) The traffic impacts of dividing or developing land may warrant a transportation impact study. The purpose of a transportation impact study is to assess the effects of development in the vicinity of a site on traffic conditions and operations; transit, pedestrians, and bicycle movement; and neighborhood livability. A transportation impact study may be required under the following situations:

A. Where approval criteria for a land use review include a requirement of adequacy of transportation services and the development proposed through the review meets or exceeds the following thresholds:

1. Trip generation threshold. More than 100 new vehicle trips will be generated in the peak direction (inbound or outbound) during the site's peak traffic hour; or

2. Neighborhood traffic threshold. More than 250 new trips will be generated per day that are likely to use predominately residential Local Service Traffic Streets.

B. Safety or operational impacts. Where the City Engineer has identified potential safety or operational concerns that may be impacted by the layout of a site or the location or size of driveways for a proposed development.

17.88.060 Dedication Prior to Permit Approval.

(Added by Ordinance No. 177028; amended by Ordinance No. 182760, effective June 5, 2009.) No permit shall be issued for the construction of any dwellings or buildings upon any lot, block, tract or area within the City until required dedications, as outlined in this Chapter, are complete.

17.88.070 Routes of Travel in Park Areas.

(Added by Ordinance No. 177028; amended by Ordinance No. 182760, effective June 5, 2009.) The Bureau of Transportation, may, upon the request of the Commissioner In Charge of the Bureau of Parks and Recreation, take over and perform the construction, reconstruction, maintenance and repair of any boulevards, roadways, drives, paths, trails, walks or other routes of travel in park areas of the City. The transfer of such responsibility to the Bureau of Transportation shall not operate to remove the routes of travel from the jurisdiction and control of the Bureau of Parks and Recreation, and the planning and location of new routes shall remain the responsibility of, and in the jurisdiction of the Bureau of Parks and Recreation.

17.88.080 Special Requirements for East Corridor Plan District.

(Repealed by Ordinance No. 189651, effective September 6, 2019.)

17.88.090 Local Transportation Infrastructure Charge Required.

(Added by Ordinance No. 187681; amended by Ordinance Nos. 188891, 189651 and 190017, effective July 24, 2020.)

A. Project applicability. Applicants for the following projects within a single-family residential zone must pay the Local Transportation Infrastructure Charge, except as exempted by this Code or associated administrative rule:

1. Building permit. An applicant for a building permit to construct a new, single family building; a new building with up to six units; or another type of construction project that will increase the number of units to six on the site.

2. Land division. An applicant for approval to create multiple lots other than as part of a subdivision on real property.

B. The Bureau of Transportation will assess a Local Transportation Infrastructure Charge according to the total number of linear feet of unimproved street frontage. The charge will be based on the average, location-specific, actual cost to the City to build local street improvements to City standards at the time of application. The City may establish zone-specific, per-lot maximum numbers of linear feet of unimproved street frontage subject to the Local Transportation Infrastructure Charge.

C. Payment of a Local Transportation Infrastructure Charge will exempt the property subject to the application from future Local Transportation Infrastructure Charges.

D. Local Transportation Infrastructure Charges will be collected and administered by the Bureau of Transportation. The Director of the Bureau of Transportation may establish rules and procedures for the Local Transportation Infrastructure Charge.

E. An applicant may not appeal under Chapter 17.06 of this Code the City's assessment of a Local Transportation Infrastructure Charge except as provided by administrative rule.

F. Affordable housing is exempt from Local Transportation Infrastructure Charges to the same extent and in the same manner that it is exempt from system development charges under this Code.

FIGURE 6 - CHAPTER 17.102

(Figure replaced by Ordinance No. 189973,
effective July 1, 2020.)

Residential Solid Waste and Recycling Rates

As used in Figure 6 the following terms have the meanings described below:

"Excess distance" is applicable to any collection beyond seventy-five (75) feet from the curb. This charge is in addition to the "non-curb surcharge."

"Clean up containers" include hauler-provided containers which are provided as requested by the customer for occasional or temporary use.

"Small multiplex" refers to any multidwelling building or a combination of buildings on a single tax lot in the residential franchise territory that contains 2-4 dwelling units.

"Non-curb surcharge" is the charge for collection service provided at a location more distant than curbside.

"Terrain differential" is applicable to services within the territory designated on Figure 6-1.

Residential Curbside Collection Service Rates and Charges

Single Family Service Level	Monthly Rate Curbside Pickup	Per Unit or Per Pickup	Non-Curb Surcharge	Excess Distance
Standard Service - Service includes weekly collection of composting & recycling, every-other-week garbage				
20-gallon Can*	28.55		2.15	0.75
32-gallon Can*	33.15		2.15	0.75
20-gallon Rollcart	28.55			
35-gallon Rollcart	33.15			
60-gallon Rollcart	37.35			
90-gallon Rollcart	43.60			
1.0 Cubic Yard Container	88.20			
1.5 Cubic Yard Container	119.55			
2.0 Cubic Yard Container	150.80			
Every-four-weeks Service - Service includes weekly collection of composting & recycling, every-four-weeks garbage				
32-gallon Can*	25.85		1.10	0.35
35-gallon Rollcart	25.85			

*Customer-provided garbage cans are being phased out and these service levels are generally not available. Customers currently providing their own garbage cans are grandfathered in.

Single Family Service Level	Monthly Rate Curbside Pickup	Per Unit or Per Pickup	Non-Curb Surcharge	Excess Distance
Special Services				
Recycling Only, Weekly Collection	11.45			
Composting & Recycling Only, Weekly Collection	22.20			
On Call Yard Debris Collection (32 gallon Can, Bag, or Bundle--Yard Debris Only)		7.80		
On Call Garbage (32-Gallon Can or Bag)		9.75	1.10	0.35
Yard Debris, Extra Can, Bag or Bundle -- Yard Debris Only		3.75		
Garbage, Extra Can or Bag		5.00	1.10	0.35
Courtesy Callback (Garbage or Composting)		9.90		
Rollcart Delivery**		14.00		
Extra Composting Rollcart	14.10			
Extra Recycling Rollcart	5.75			
Holiday Tree Removal		5.10		
Multiple Cans/Rollcarts -- Service includes weekly collection of composting & recycling, every-other-week garbage				
32-Gallon Cans, Two*	43.20		4.30	1.50
32-Gallon Cans, Three*	49.40		6.45	2.25
32-Gallon Cans, Four*	54.00		8.60	3.00
35-Gallon Rollcart, Two	42.05			
35-Gallon Rollcart, Three	49.40			
35-Gallon Rollcart, Four	56.80			
60-Gallon Rollcart, Two	49.45			
60-Gallon Rollcart, Three	59.75			
60-Gallon Rollcart, Four	70.00			
90-Gallon Rollcart, Two	57.50			
90-Gallon Rollcart, Three	69.40			
90-Gallon Rollcart, Four	81.25			

*Customer-provided garbage cans are being phased out and these service levels are generally not available. Customers currently providing their own garbage cans are grandfathered in.

**Rollcart delivery fees may be charged in the following scenarios:

1. For composting and recycling, if it is the customer's second (or greater) rollcart delivery.
2. For garbage, if it is the customer's second (or greater) rollcart delivery within a one year period.
3. Any time the customer requests a clean rollcart.

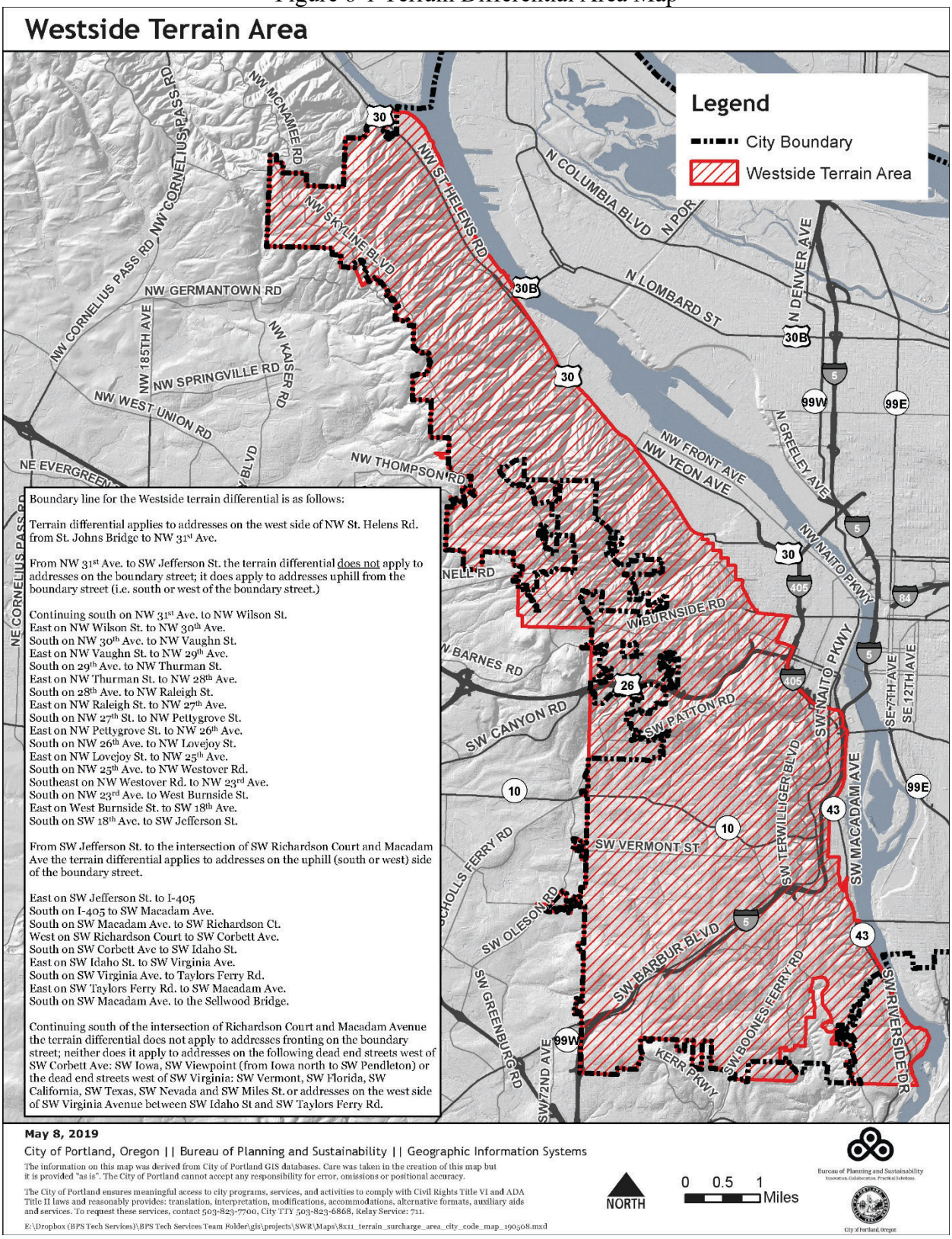
Service Level	Monthly Rate Curbside Pickup	Per Unit or Per Pickup	Non-Curb Surcharge	Excess Distance
Clean-Up Containers				
One 1.0 Cubic Yard		93.30		
One 1.5 Cubic Yard		102.00		
One 2.0 Cubic Yard		110.60		
Terrain Differential				
Every-Other-Week Garbage (Single Can / Rollcart)	4.30			
Every-Other-Week Garbage (Multiple Cans / Rollcarts)	4.45			
Every-Four-Weeks Garbage	3.00			
Recycling Only	1.50			
Compost & Recycling Only	2.85			
32-Gallon Can On-Call	0.75			
On Call Yard Debris Collection (32 gallon Can, Bag, or Bundle –Yard Debris Only	0.35			

Curbside Collection Service Rates and Charges for Small Multiplexes

Weekly composting & recycling, every-other-week garbage			
Collection for:	**Duplex**	**Tri-Plex**	**Four-Plex**
Single Container Service, where rollcart / container is shared by residents of 2, 3 or 4 units			
One shared 60-Gallon Rollcart	45.50	54.70	N / A
One shared 90-Gallon Rollcart	48.95	58.15	67.35
One shared 1.0 Cubic Yard Container	74.40	83.60	92.80
One shared 1.5 Cubic Yard Container	91.85	101.05	110.25
One shared 2.0 Cubic Yard Container	109.20	118.40	127.60
Multiple Containers, where all cans / rollcarts are placed together in a single location at curbside for pickup. Where unshared cans / rollcarts are located separately at curbside for pickup then each is considered a separate account, charged at single-family rate.			
Two 32-Gallon Cans*	46.20	55.40	N / A
Three 32-Gallon Cans*	50.55	59.75	68.95
Four 32-Gallon Cans*	54.85	64.05	73.25
Two 20-Gallon Rollcarts	43.60	N / A	N / A
Three 20-Gallon Rollcarts	46.60	55.80	N / A
Four 20-Gallon Rollcarts	49.65	58.85	68.05
Two 35-Gallon Rollcarts	46.75	55.95	65.15
Three 35-Gallon Rollcarts	51.30	60.50	69.70
Four 35-Gallon Rollcarts	55.90	65.10	74.30
Two 60-Galllon Rollcarts	53.50	62.70	71.90
Three 60-Gallon Rollcarts	61.45	70.65	79.85
Four 60-Gallon Rollcarts	69.40	78.60	87.80
Two 90-Gallon Rollcarts	60.40	69.60	78.80
Three 90-Gallon Rollcarts	71.80	81.00	90.20
Four 90 Gallon Rollcarts	83.20	92.40	101.60

--N/A services are not available.
--Non-curbside service is available at small multiplexes for garbage cans and rollcarts at an additional monthly charge of $2.15 per can and $4.30 per rollcart. Excess distance charge for a can is $0.70. Excess distance charge for a rollcart is $1.50.
--For composting services, extra cans, bags, or bundles of yard debris only are $3.75 each and accrue on a per account, rather than per unit, basis.
--Recycling labor surcharge is $9.20 per additional dwelling unit.
*Customer-provided garbage cans are being phased out and these service levels are generally not available. Customers currently providing their own garbage cans are grandfathered in.

Figure 6-1 Terrain Differential Area Map



TITLE 30 - AFFORDABLE HOUSING

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TITLE 30 - AFFORDABLE HOUSING

(Title added by Ordinance No. 172844, effective November 4, 1998)

CHAPTER 30.01 - AFFORDABLE HOUSING PRESERVATION AND PORTLAND RENTER PROTECTIONS

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

Sections:

30.01.010 Policy.
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30.01.010 Policy.

(Amended by Ordinance No. 187380, effective November 13, 2015.) It is the policy of the City of Portland 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 Ordinance No. 187380, effective November 13, 2015.) 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 Ordinance Nos. 186028, 187380, 188163 and 189323, effective December 19, 2018.)

A. **"Administrative Rules"** means the program administrative rules developed by the Portland Housing Bureau and approved through City Council which set forth program requirements, processes, and procedures, and are filed through the City's publically available Portland Policy Documents (PPD).

B. **"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.

C. **"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.

D. **"City Subsidy."** Locally controlled public funds administered by PDC, 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.

E. **"City Subsidy Projects."** Privately owned properties of five or more units which receive a City Subsidy after the effective date of Title 30.01 through programs

designed to create or preserve rental housing affordable at or below 80 percent of MFI.

F. **"Commercial Market Compatible Offer."** A Fair Market Value purchase offer made by the City or its designee which is consistent with the terms and conditions which 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.

G. **"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 Title 30.01.050 is made. As may be further refined by PHB through its Administrative Procedures 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, or possible value based on future expenditures and improvements, or potential changes in applicable zoning regulations or laws, which are not reasonably probable. Fair Market Value includes assessment of environmental, structural or mechanical information derived from inspections or other due diligence activities.

H. **"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.

I. **"HUD."** The United States Department of Housing and Urban Development

J. **"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 as defined herein; 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."

K. **"Just Cause Eviction."** Evictions for 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.

L. **"Local Preservation Projects."** Properties with 10 or more rental units which 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 30.01, which have affordability restrictions that are still in force as of the effective date of Title 30.01. Financial assistance programs include subsidies from the City of Portland through the Portland Development Commission (Rental Housing Development Loan Program, Investor Rehabilitation Loan Program, Rental Rehabilitation Loan Program, or Downtown Housing Preservation Program), and/or from the State of 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), and/or which 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.

M. **"Low Income."** Low income individuals, households or tenants are those with a gross household income below 50 percent of MFI.

N. **"Mass shelter."** A structure that contains one or more open sleeping areas or is divided only by non-permanent partitions and is furnished with cots, floor mats, or bunks. Individual sleeping rooms 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, on a daily basis.

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

P. **"Moderate Income."** Moderate income individuals, households or tenants are those with a gross household income below 80 percent of MFI.

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. **"PHB."** The Portland Housing Bureau.

S. **"PDC."** The Portland Development Commission

T. **"Preservation Process."** The requirements contained in 30.01.050 - 30.01.070 for Federal Preservation Projects and in 30.01.080 for Local Preservation Projects respectively.

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

V. **"Receiving Site"** means a new or existing housing development with transferred Inclusionary Housing requirements from a Sending Site.

W. **"Regulatory Agreement"** means a recorded agreement between the owner and PHB stating the approval and compliance criteria of a PHB program.

X. **"Residential Landlord and Tenant Act"** or **"Act."** ORS Chapter 90.

Y. **"Sending Site"** means a new development project which is subject to Inclusionary Housing requirements and is opting to provide affordable units off-site.

Z. **"Short-term housing."** One or more structures that each contains one or more individual sleeping rooms and for which tenancy of all rooms may be arranged for periods of less than one month. A short-term housing 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 non-profit agency that may or may not charge a fee. Examples include transitional housing and emergency shelters in which individual rooms are provided. Tenancy may be less than 30 days or more than 30 days.

30.01.040 Title 30.01 Responsibilities.

(Amended by Ordinance Nos. 186028 and 187380, effective November 13, 2015.) PHB will have primary responsibility for implementation of Title 30.01. This responsibility will include the development and administration of operating procedures, and taking any and all City actions referenced herein as may be necessary for implementation of the requirements of this Title. PDC will work with PHB to implement property acquisition responsibilities described in this Title. PDC is also expected to develop strategies to implement the 60-year affordability requirements in 30.01.090.

30.01.050 Federal Preservation Projects - City Notice and Preservation Opportunities. (Replaced by Ordinance No. 174180; amended by Ordinance Nos. 186028 and 187380, effective November 13, 2015.)

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 shall provide written confirmation of the City's interest in the property to each Section 8 property within the City 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 shall 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 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 State of 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 No. 174180; amended by Ordinance Nos. 186028 and 187380, effective November 13, 2015.)

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 shall 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 State of 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 shall identify and make available adequate financial resources for tenant relocation assistance for all tenants who experience involuntary displacement from Federal Preservation Properties. PHB shall 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 No.174180; amended by Ordinance No. 186028, effective May 15, 2013.)

A. An owner who fails to comply with any of the requirements specified in PCC 30.01.050 A.-E., tenant notice requirements in 30.01.060 A., or PHB procedures implementing those specified provisions of this Chapter, shall pay a civil fine. The fine shall 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 shall be 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 Procedures developed by PHB, the City may commence enforcement proceedings.

B. Any civil fines received shall 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 Ordinance No. 186028, effective May 15, 2013.)

A. When the owner of a Local Preservation Project takes action which will make the affordable housing no longer affordable, whether the affordability requirements which were established under prior agreement with the City, PDC or State have expired or are still in effect, the owner must provide a notice of 90 days to the City. The notice shall 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 30.01.080 A., must provide a notice of 90 days to tenants. This shall be in addition to the City notice to be provided to the City under 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 No. 187380; amended by Ordinance Nos. 188219, 188519, 188558, 188628, 188849, 189421 and 189726, effective November 1, 2019.)

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. For purposes of this chapter, unless otherwise defined herein, capitalized terms 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 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. 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 5 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 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. After the Tenant receives the Relocation Assistance from the Landlord, the Tenant shall have 6 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, shall 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 shall 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 shall 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 shall provide notice to the Portland Housing Bureau (PHB) of all payments to Tenants of Relocation Assistance within 30 days of making such payments. This Subsection shall be effective beginning May 1, 2018.

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 shall pay, a Rental Agreement for a single bedroom in a Dwelling Unit as defined by PCC 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 shall 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 shall have issued an exemption acknowledgement letter, a copy of which the Landlord shall have provided to 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 in the City of Portland 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 3 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.

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;

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 6 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.

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 Subsection, "Dwelling Unit" is defined by PCC 33.910, and not by ORS 90.100. For purposes of the exemptions provided in this Subsection, "Accessory Dwelling Unit" is defined by PCC 33.205. For purposes of the exemptions provided in this Subsection, "Duplex" is defined by PCC 33.910. For purposes of the

exemptions provided in this Subsection, "Immediate Family" is defined by PHB in administrative rules.

J. 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 3 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.

K. In carrying out the provisions of this Section 30.01.085, the Director of PHB, or a designee, is authorized to adopt, amend and repeal administrative rules to carry out and administer the provisions of this Section 30.01.085.

30.01.086 Evaluation of Applicants for Dwelling Units.

(Added by Ordinance No. 189580; amended by Ordinance Nos. 189714 and 190063, effective August 21, 2020.)

A. Applicability.

In addition to the protections set forth in the Oregon Residential Landlord and Tenant Act ("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. For purposes of this Section, unless otherwise defined in this Section or elsewhere in Chapter 30, capitalized terms have 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. For purposes of this chapter, unless otherwise defined in this subsection, capitalized terms have 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 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.

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, the Joint Office of Homeless Services, and the City of Portland, 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 (as defined in the Act) 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 8 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 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.

(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 5 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 8 hours of the Open Application Period, a 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 of Portland Notice to Applicants relating to a Tenant's right to request a Modification or Accommodation;

c. A City of Portland Housing Bureau (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 ("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 ("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 Tax Payer Identification Number (ITIN);

e. Non-immigrant visa;

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

g. Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity.

2. Financial Responsibility of Applicant. When there are multiple persons who 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 2 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 (non-governmental 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 Subsection 2.a. and 2.b. above, 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 shall 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 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 3 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 2 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 2 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 for the 3 months following the date a Landlord approves an application reviewed on appeal; and

c. Waive the Applicant's screening fee for the 3 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 Subsection E.1.a.-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 3 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 7 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 3 or more years before the date of the Application;

(c) Resulted in a general judgment against the Applicant that was entered fewer than 3 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, 3 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 D. of this Code and all other applicable federal, state, and local laws;

c. The Landlord provides a written "Notice of Denial" to the Applicant within 2 weeks of the denial that meets the requirements of ORS 90.304, Subsection D.4. above, 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 PCC 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 PCC 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 PCC 33.205, that is subject to the Act in the City of 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 shall 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.

I. **Delegation of Authority.** In carrying out the provisions of this Section 30.01.086, the Director of PHB, or a designee, is authorized to adopt, amend, and repeal

administrative rules to carry out and administer the provisions of this Section 30.01.086.

30.01.087 Security Deposits; Pre-paid Rent.

(Added by Ordinance No. 189581; amended by Ordinance Nos. 189715 and 190064, effective August 21, 2020.) In addition to the protections set forth in the Oregon Residential Landlord and Tenant Act ("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. For purposes of this Section, unless otherwise defined in this Section or elsewhere in Chapter 30, capitalized terms have 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 3 months in installment amounts reasonably requested by the Tenant.

B. Bank Deposit of Tenant Funds.

1. Within 2 weeks following receipt of a Tenant's funds paid as a Security Deposit or for last-month's Rent, a Landlord shall 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 shall accrue proportionately to the benefit of the Tenant and shall 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 5 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 shall 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 and to which a depreciated value is attached in accordance with the depreciation schedule published on the Portland Housing Bureau website. A Landlord may provide documentation reasonably acceptable to a Tenant demonstrating why a different calculation is justified for a particular item.

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, shall be itemized by description and depreciated value and incorporated into the Rental Agreement.

4. A Landlord may not apply the Tenant Security Deposit to the cost of cleaning or repair of flooring material except as expressly provided in ORS 90.300(7)(c) and only if additional cleaning or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of cleaning or replacement of the discrete impacted area and not for the other areas of the Dwelling Unit.

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. Within 7 days following the Commencement Date, a Tenant may complete and submit to the Landlord a Condition Report on 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 (the "Condition Report"). Unless the Landlord disputes the Condition Report, and the Tenant and the Landlord obtain third-party validation of the condition of the Dwelling Unit, the Tenant's Condition Report shall 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 that will result in costs that may be deducted from the Tenant Security Deposit as of termination of the Rental Agreement (the "Termination Date"). An unresolved dispute as to the condition of the Dwelling Unit as of the Commencement Date shall be resolved in favor of the Tenant. If the Tenant does not complete and submit a Condition Report to the Landlord within 7 days of the Commencement Date then the Landlord shall thereafter complete and provide to the Tenant a Condition Report including digital photographs of the premises within 17 days following the Commencement Date. The Landlord shall update the Condition Report to reflect all repairs and replacements impacting the Dwelling Unit during the term of the Rental Agreement and shall provide the updated Condition Report to the Tenant.

2. Within 1 week following the Termination Date a Landlord shall 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 shall 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 shall document any visual damage in excess of normal wear and tear with photographs that the Landlord shall 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"). Such 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 5 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 2 years of tenancy, as well as a fully completed Rental History Form available on the Portland Housing Bureau website. The Landlord shall 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 of this Section shall be liable to the Tenant for an amount double to the amount of the Tenant's Security Deposit, plus 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.

H. **Delegation of Authority.** In carrying out the provisions of this Section 30.01.087, the Director of PHB, or a designee, is authorized to adopt, amend, and repeal administrative rules to carry out and administer the provisions of this Section 30.01.087.

30.01.090 City Subsidy Projects - Long-Term Affordability Requirements.
(Amended by Ordinance Nos. 186028, 187380 and 188440, effective July 8, 2017.)

A. City Subsidy Projects that in the future request and receive a City Subsidy from PDC, PHB or other City bureau or agency for the purpose of creating or preserving rental housing affordable to households below 80 percent of MFI, will be 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 City 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 30.01 and the approved 1998/99 Consolidated Plan, Principle III (Ordinance No. 172259).

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

(Added by Ordinance No. 183448; Amended by Ordinance Nos. 186712, 186744, 187380, 187975 and 189323, effective December 19, 2018.)

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 will 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 shall calculate exemptions in the manner authorized for calculating system development charges for rented and owner-occupied residential properties. Non-residential properties or the non-residential 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 shall 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 shall 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 shall be affordable to households earning 60 percent or less of MFI at time of occupancy and shall 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 shall remain affordable for a period of 60 years.

c. Effective July 1, 2014, developments of new buildings in Old Town/Chinatown shall be 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 shall 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 5 years thereafter shall 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 shall not be 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 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; and

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

G. Pursuant to Section 30.01.040, the PHB is responsible for enforcing property covenants and other agreements with applicants that are conditions of receiving exemptions provided by this Section. PHB may adopt, amend and appeal administrative rules, establish procedures, and prepare forms for implementation, administration and compliance monitoring consistent with the provisions of this Section.

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 shall 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 Section 17.12.140, and a processing fee of $250 due to each City 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 Title 22.

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

(Added by Ordinance No. 189323, effective December 19, 2018.)

A. The purpose of this Section is to reduce the costs of developing permanent transitional housing in the form of mass shelters and short-term housing 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 housing, emergency shelters, and campgrounds/rest areas to meet the needs of Portland residents.

B. The City will exempt qualified mass shelter and short-term 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 shall calculate exemptions in the manner authorized for calculating system development charges. Exemptions are applicable to the portions of mass shelter and short-term housing 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 the 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 or short-term housing. The exemptions only apply to the mass shelter or short-term housing 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 or short-term housing 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 or short-term housing use."

30.01.100 Compliance and Enforcement.

(Amended by Ordinance No. 186028, effective May 15, 2013.)

A. PHB shall develop and implement procedures to enforce the provisions of this code. Such procedures should include, where feasible, record notice of the applicability of this code to affected properties, filing a lien to enforce the provisions of this code, and developing civil penalties or other enforcement provisions necessary or appropriate to enforce this code.

B. The City Attorney's Office may enforce the provisions of this 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.

A. This Chapter shall 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, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

30.01.120 Inclusionary Housing.

(Added by Ordinance No. 188163; amended by Ordinance Nos. 189071, 189213 and 189302, effective December 12, 2018.)

A. Purpose Statement. The purposes of the Inclusionary Housing ("IH") Program are:

1. Increase the number of units available to households earning 80 percent or less of MFI, with an emphasis on households earning 60 percent or less of MFI;

2. Responsibly allocate resources to increase housing opportunities for families and individuals facing the greatest disparities;

3. Create affordable housing options in high opportunity neighborhoods, those with superior access to quality schools, services, amenities and transportation; and

4. Promote a wide range of affordable housing options with regard to size, amenities and location.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and any administrative requirements set forth in this Section.

2. PHB may adopt, amend and repeal Administrative Rules and prepare forms for the implementation, administration and compliance monitoring consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current program requirements. PHB Administrative Rules will set forth clear and objective criteria for determining whether a development meets the minimum standard of affordable units ("IH Units").

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 development will include 20 percent of the units or total number of bedrooms configured into IH Units at or below 80 percent MFI, or for developments outside of the Central City Plan District, 15 percent of the units or total bedrooms configured into IH units at or below 80 percent MFI for applications filed on or before December 31, 2020:

a. Ten-year property tax exemption in accordance with City Code Chapter 3.103 for the IH Units. If the development is in the Central City Plan district, as designated in City Code Chapter 33.510, and has a built or base FAR of 5:1 or greater the tax exemption applies to all residential units; and

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

2. When the proposed development will include 10 percent of the units or total number of bedrooms configured into IH units at or below 60 percent MFI, or for developments outside the Central City Plan District, 8 percent of the units or total number of bedrooms configured into IH units at or below 60 percent MFI for applications filed on or before December 31, 2020:

a. Ten-year property tax exemption according to City Code Chapter 3.103 for the IH units. If the development is in the Central City Plan District, as designated in City Code Chapter 33.510, and has a built or base FAR of 5:1 or greater, the tax exemption applies to all residential units; 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 development elects to construct IH Units offsite:

a. Construction Excise Tax exemption for the Receiving Site's IH Units in accordance with Subsection 6.08.060 A.2.; and

b. 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 development, there are no financial incentives provided under Section 30.01.120.

5. When the applicant elects the fee-in-lieu option, there are no financial incentives provided under Section 30.01.120.

D. **Standards.** Developments 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 development;

2. The IH Units shall remain affordable for a period of 99 years;

3. Owners of property subject to the IH Program are required to sign a Regulatory Agreement to be recorded with the property where the IH Units are located;

4. The owner or a representative shall 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. Subsequent failure to meet the requirements of the IH Program previously determined at the time the permit is reviewed will result in a penalty equal to the amount of the current fee-in-lieu calculation plus accrued interest, and could result in legal action if unpaid.

7. When the IH Units are configured based on a percentage of the total number of bedrooms within the proposed development, the IH Units must be provided in 2 or more bedrooms per unit.

E. To the extent that a financial incentive as set forth in this Section is not available to a development that otherwise complies with City Code Chapter 33.245, the IH Program will not be applicable to the development. If the IH Program is not applicable to the development, PHB will provide a letter certifying that the development is not subject to any IH Program requirements.

F. **Fee-In-Lieu.** When the applicant elects the fee-in-lieu option, the fee-in-lieu per gross residential and residential related square foot (GSF) of the proposed development is:

1. For developments in zones outside the Central City Plan District

Fee per GSF on or before December 31, 2020
$19
Fee per GSF after December 31, 2020
$23

2. For developments in zones within the Central City Plan District

Fee per GSF
$27

3. For Bonus FAR in non-residential developments

Fee Schedule for Bonus FAR for non-residential occupancy/use
$24 per square foot of Bonus FAR

30.01.130 Manufactured Dwelling Park Affordable Housing Density Bonus.
(Added by Ordinance No. 189783, effective December 4, 2019.)

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 PCC 33.120.205 F.2. The PHB Director is authorized to adopt administrative rules to enforce the affordability standards.

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

1. Manufactured dwellings shall 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 shall 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.

D. The Director of PHB or a designee may adopt, amend and repeal Administrative Rules, and establish procedures, and prepare forms for the implementation, administration and compliance monitoring consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current program requirements.

30.01.140 Multi-Dwelling Zones Deeper Housing Affordability FAR Density Program.
(Added by Ordinance No. 189805, effective March 1, 2020.)

A. Purpose Statement. The City intends to implement the Multi-Dwelling Zones 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 PCC 33.120.211 C.2. and this Section.

2. PHB may adopt, amend, and repeal Administrative Rules and prepare forms for the implementation, administration and compliance monitoring consistent with the provisions of this Section 30.01.140. The Director of PHB, or a designee, shall have the authority to modify the Administrative Rules as necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum development standards for affordable units subject to the DHA Program.

C. Standards. Developments approved for the DHA Program must satisfy the following criteria:

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

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

3. For rental Dwelling Units, the owner or a representative shall submit annual documentation of tenant income and rents to PHB;

4. The City may inspect the affordable rental Dwelling Units for fire, life, and safety hazards and 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 Regulatory Agreement, PHB may choose, to negotiate with the building owner to bring the building into project compliance.

2. Should PHB and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to PHB 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; 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; and

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. PHB 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 PHB or a court of competent jurisdiction.

Upon Owner's payment in full of the applicable Dwelling Unit Penalty, Interest, Financial Incentive repayment amounts due and payment of any Additional Penalties, the impacted for Sale Dwelling Unit will cease to be bound to the restrictions of the DHA Program and PHB will release the Covenant.

b. For Sale Dwelling Unit Penalty. For for Sale Dwelling Units, repayment of the difference between the Restricted Sale Price and the assessed value as stated in the DHA Program Covenant; 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; and

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. PHB may pursue any remedy 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 are not timely paid in accordance with the timeframe prescribed by PHB or a court of competent jurisdiction.

Upon Owner's payment in full of the applicable Dwelling Unit Penalty, Interest, Financial Incentive Repayment amounts due and payment of any Additional Penalties, the impacted for Sale Dwelling Unit will cease to be bound to the restrictions of the DHA Program and PHB will release the Covenant.

30.01.150 FAR Transfer from Existing Affordable Housing Program.
(Added by Ordinance No. 190037, effective July 8, 2020.)

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 PCC Subsection 33.120.210 D.1. and this Section.

2. PHB may adopt, amend, and repeal Administrative Rules and prepare forms for the implementation, administration and compliance monitoring consistent with the provisions of this Section 30.01.150. The Director of PHB, or a designee, shall have the authority to modify the Administrative Rules as necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units subject to 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 No. 190037, effective July 8, 2020.)

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 PCC Subsection 33.120.211 C.3. and this Section.

2. PHB may adopt, amend, and repeal Administrative Rules and prepare forms for the implementation, administration and compliance monitoring consistent with the provisions of this Section 30.01.160. The Director of PHB, or a designee, shall have the authority to modify the Administrative Rules as necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to

establish minimum standards for Affordable Housing 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 shall 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, Oregon;

3. For rental dwelling units, the owner or a representative shall 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, PHB may choose to negotiate with the building owner to bring the building into compliance.

2. Should PHB and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to PHB 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; and

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. PHB 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 PHB 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 PHB 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. PHB 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 PHB 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 PHB will release the covenant.