

## Exhibit H

# Title 30 Affordable Housing

(Title added by Ordinance 172844, effective November 4, 1998)

## Chapter 30.01 Affordable Housing Preservation and Portland Renter Protections

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

### 30.01.010 Policy.

(Amended by Ordinance 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 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 Ordinances 186028, 187380, 188163, 189323 and 190381, effective April 30, 2021.)

**A. ~~“Administrative Rules”~~** means the program administrative rules developed by the Portland Housing Bureau and adopted by the City Administrator or their designee approved through City Council which set forth program requirements, processes, and procedures, and are filed through the City’s publicly available Portland Policy Documents (PPD).

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

**C.B. ~~“Associated hHousing cCosts.”~~** 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 **L**andlord by the **T**enant, but do not include utility charges that are based on usage and that the **T**enant has agreed in the **R**ental **A**greement to pay, unless the obligation to pay those charges is itself a change in the terms of the **R**ental **A**greement.

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

**D.E. ~~“City sSubsidy pProjects.”~~** Privately-owned properties of five or more units ~~which that~~ receive a City **S**ubsidy after the effective date of Title 30.04 through programs designed to create or preserve rental housing affordable at or below 80 percent of MFI.

**E.F. ~~“Commercial mMarket cCompatible oOffer.”~~** A **F**air **M**arket **V**alue purchase offer made by the City or its designee ~~thatwhich~~ is consistent with the terms and conditions ~~thatwhich~~ 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.F. ~~“Fair Mmarket Vvalue.”~~** 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-Section~~ 30.01.050 is

made. As may be further refined ~~by the City Administrator~~~~by PHB through its~~ ~~aAdministrative pProcedures~~ through administrative rules developed in reference to the Uniform Standards of Professional Appraisal Practice, the Oregon Uniform Trial Instructions, and relevant case law, ~~Ffair Mmarket Vvalue~~ 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, ~~Ffair Mmarket Vvalue~~ does not include speculative value, ~~or~~ possible value based on future expenditures and improvements, or potential changes in applicable zoning regulations or laws; ~~thatwhich~~ are not reasonably probable. ~~Ffair Mmarket Vvalue~~ includes assessment of environmental, structural or mechanical information derived from inspections or other due diligence activities.

**H.G. “Federal pPreservation pProjects.”** 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: ~~Ssection~~ 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.H. “HUD.”** The United States Department of Housing and Urban Development

**J.I. “Involuntary dDisplacement.”** 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 ~~Jjust~~ ~~cCause 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.J. “Just cCause. Eviction.”** ~~Evictions for sSerious~~ 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.K. “Local pPreservation pProjects.”** Properties with 10 or more rental units ~~thatwhich~~ 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 30.04, ~~that~~which have affordability restrictions that are still in force as of the effective date of Title 30.04. 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 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). Financial assistance programs also include those, and/or which that have received bond financing issued by the Housing Authority of Portland or the Portland Development Commission. An updated list of all known Local Preservation Projects will be maintained and available upon request to the public.

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

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

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

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

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

**R.Q. “Opt oOut.”** 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.

**~~S.~~ “PHB.”** ~~The Portland Housing Bureau.~~

**~~T.~~ “PDC.”** ~~The Portland Development Commission~~

**U.R. “Preservation pProcess.”** The requirements contained in [Sections](#) 30.01.050 ~~through-~~ 30.01.070 for Federal Preservation Projects and in 30.01.080 for Local Preservation Projects respectively.

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

**W.T. “Receiving sSite”** means a new or existing housing development with transferred Inclusionary Housing requirements from a ~~S~~ending ~~S~~site.

**X.U. “Regulatory aAgreement”** means a recorded agreement between the owner and PHB stating the approval and compliance criteria of a PHB program.

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

**Z.W. “Sending sSite”** means a new development project ~~that~~~~which~~ is subject to Inclusionary Housing requirements and is opting to provide affordable units off-site.

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

### **30.01.040 Title 30.01 Responsibilities [and Administration.](#)**

(Amended by Ordinances 186028 and 187380, effective November 13, 2015.)

**A.** PHB ~~will~~~~has~~~~ve~~ 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.~~ [Prosper Portland](#) ~~PDC~~ will work with PHB to implement property acquisition responsibilities described in this Title. [Prosper Portland](#) ~~PDC~~ is also expected to develop strategies to implement the 60-year affordability requirements in [Section](#) 30.01.090.

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

**C.** [The City Administrator may negotiate and execute agreements for implementation of Title 30.](#)

### **30.01.050 Federal Preservation Projects - City Notice and Preservation Opportunities.**

(Replaced by Ordinance 174180; amended by Ordinances 186028 and 187380, effective November 13, 2015.)

**A.** Owners of ~~f~~Federal ~~p~~Preservation ~~p~~Projects must provide the City and each building tenant with a one-~~y~~ear's notice of a pending HUD Section 8 contract expiration. In order to facilitate the owner's knowledge of the City's interest in notification, PHB ~~will~~shall provide written confirmation of the City's interest in the property to each Section 8 property within ~~the City~~Portland of which PHB is aware.

**B.** Owners of ~~f~~Federal ~~p~~Preservation ~~p~~Projects who have decided to ~~o~~Opt ~~o~~Out must provide to the City a notice of 210 days of intent to do so if the owner is opting out of a long-term contract, and 150 days if the owner is opting out of a one-year extension to a long-term contract. The notice ~~will~~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 Oregon Housing and Community Services Department regarding an extension of an expiring contract.

**C.** Owners of ~~f~~Federal ~~p~~Preservation ~~p~~Projects who have decided to ~~o~~Opt ~~o~~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 ~~F~~fair ~~M~~market ~~v~~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 ~~f~~Federal ~~p~~Preservation ~~p~~Projects must maintain an available HUD Section 8 contract in good standing during the notice periods identified in this ~~e~~Chapter as well as any condemnation proceeding commenced under ORS Chapter 35.

**E.** Owners of ~~f~~Federal ~~p~~Preservation ~~p~~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 ~~p~~Preservation ~~p~~Project through negotiation for purchase or through condemnation under ORS Chapter 35.

### **30.01.060 Federal Preservation Projects - Tenant Provisions.**



(Replaced by Ordinance 174180; amended by Ordinances 186028 and 187380, effective November 13, 2015.)

A. Owners of ~~f~~Federal ~~p~~Preservation ~~p~~Projects who have decided to ~~o~~Opt ~~o~~Out must provide to each affected building tenant a notice of 210 days of intent to do so if the owner is opting out of a long-term contract, and 150 days if the owner is opting out of a one-year extension to a long-term contract. The notice ~~will~~~~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 ~~f~~Federal ~~p~~Preservation ~~p~~Projects who have decided to ~~Opt~~~~opt~~ ~~o~~Out may not disturb any tenancy other than for cause defined in the contract, for a period of 180 days after expiration of the contract, if the City has paid or arranged to pay to the owner on the first day of each month, the monthly subsidy that the owner was receiving under the contract.

C. PHB ~~will~~~~shall~~ identify and make available adequate financial resources for tenant relocation assistance for all tenants who experience involuntary displacement from Federal Preservation Properties. PHB ~~will~~~~shall~~ request voluntary contributions to a tenant relocation fund from owners of ~~f~~Federal ~~p~~Preservation ~~p~~Projects who have decided to ~~o~~Opt ~~o~~Out.

### **30.01.070 Federal Preservation Projects - Civil Fines.**

(Replaced by Ordinance 174180; amended by Ordinance 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~~ ~~or~~ procedures ~~implementing those~~ specified ~~provisions of~~ ~~in~~ this Chapter, ~~must~~~~shall~~ pay a civil fine. The fine ~~will~~~~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 ~~are~~~~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~~ ~~administrative~~ ~~Procedures developed by PHB~~ ~~rules governing this Chapter~~, the City may commence enforcement proceedings.

B. Any civil fines received ~~will~~~~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 186028, effective May 15, 2013.)

A. When the owner of a Local Preservation Project takes action ~~that~~which will make the affordable housing no longer affordable, whether the affordability requirements ~~that~~which were established under prior agreement with the City, Prosper Portland ~~PDC~~ or State have expired or are still in effect, the owner must provide a notice of 90 days to the City. The notice ~~must~~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 pProjects who have decided to take action described in Subsection 30.01.080 A.; must provide a notice of 90 days to tenants. This ~~will~~shall ~~be~~is in addition to the City notice to be provided to the City under Subsection 30.01.080 A. During this notice period the Owner may not initiate a no-cause eviction. The notice must meet standards developed by PHB.

### 30.01.085 Portland Renter Additional Protections.

(Added by Ordinance 187380; amended by Ordinances 188219, 188519, 188558, 188628, 188849, 189421, 189726 and 190625, effective January 7, 2022.)

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 rRental aAgreement for a dDwelling uUnit covered by the Act. Terms not defined in this Chapter may that are defined in the Act, be defined in the Act, have the meaning set forth in 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 rRental aAgreement 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 tTenant 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 rRental aAgreement, whichever is longer. Not less than 45 days prior to the termination date provided in the tTermination nNotice, a Landlord ~~must~~shall pay to the tTenant, 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 dDwelling uUnit and \$4,500 for a three-bedroom or larger dDwelling uUnit. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring rRental aAgreement is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per dDwelling uUnit, not per individual tTenant.



C. As allowed by the Act, a Landlord may not increase a tenant's rent or associated housing costs by five5 percent or more over a rolling 12-month period unless the Landlord gives notice in writing (the "Increase Notice") to each affected tenant: (a) at least 90 days prior to the effective date of the rent increase; or (b) the time period designated in the Rental Agreement, whichever is longer. The increase notice must specify the amount of the increase, the amount of the new rent or associated housing costs and the date, as calculated under the Act, when the increase becomes effective. If, within 45 calendar days after a tenant receives an increase notice indicating a rent increase of 10 percent or more within a rolling 12-month period and a tenant provides written notice to the Landlord of the tenant's request for relocation assistance (the "tenant's notice"), then, within 31 calendar days of receiving the tenant's notice, the Landlord must~~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 Unitdwelling unit. After the tenant receives the relocation assistance from the Landlord, the tenant will~~shall~~ have six6 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 Unitdwelling unit and, subject to the Act, will~~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 Unitdwelling unit; or (ii) provide the Landlord with a notice to terminate the rental agreement in accordance with the Act (the "tenant's termination notice"). In the event that the tenant has not repaid the relocation assistance to the Landlord or provided the Landlord with the tenant's termination notice on or before the expiration of the relocation period, the tenant will~~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 Unitdwelling unit, not per individual tenant. For purposes of this Subsection, a tenant may only receive and retain relocation assistance once per tenancy per Dwelling Unitdwelling unit.

D. A Landlord must~~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 must~~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 will shall be effective beginning May 1, 2018.~~

F. For the purposes of this Section 30.01.085, the expiration of ~~r~~Rent concessions specified in the ~~r~~Rental ~~a~~Agreement is not considered a substantial change to a ~~r~~Rental ~~a~~Agreement.

G. For the purposes of this Section 30.01.085 and determining the amount of ~~r~~Relocation ~~a~~Assistance a ~~l~~Landlord ~~must~~~~shall~~ pay, a ~~r~~Rental ~~a~~Agreement for a single bedroom in a ~~Dwelling Unit~~~~dwelling unit~~ as defined by ~~PCC~~~~Portland City Code Chapter~~ 33.910 is considered a SRO ~~Dwelling Unit~~~~dwelling unit~~.

H. For the purposes of this Section 30.01.085 and determining the amount of ~~r~~Relocation ~~a~~Assistance a ~~l~~Landlord ~~must~~~~shall~~ pay, if a ~~l~~Landlord is paying relocation assistance required by the Act and ~~r~~Relocation ~~a~~Assistance required by Section 30.01.085 to the ~~t~~Tenant for the same ~~t~~Termination ~~n~~Notice, the ~~r~~Relocation ~~a~~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 ~~r~~Relocation ~~a~~Assistance do not apply to the following so long as the ~~l~~Landlord has submitted a required exemption application form to PHB for which PHB ~~has~~~~shall~~~~have~~ issued an exemption acknowledgement letter, a copy of which the ~~l~~Landlord ~~shall~~ ~~has~~~~ve~~ ~~given~~ ~~provided to~~ the ~~t~~Tenant:

1. Rental ~~a~~Agreements for week-to-week tenancies;
2. Tenants that occupy the same ~~d~~Dwelling ~~u~~Unit as the Landlord;
3. Tenants that occupy one ~~Dwelling Unit~~~~dwelling unit~~ in a ~~d~~Duplex where the Landlord's principal residence is the second ~~Dwelling Unit~~~~dwelling unit~~ in the same ~~d~~Duplex;
4. Tenants that occupy an ~~a~~Accessory ~~d~~Dwelling ~~u~~Unit that is subject to the Act ~~within the City limits of Portland, Oregon~~ so long as the owner of the ~~A~~ccessory ~~D~~dwelling Unit lives on the site, or ~~t~~Tenancies where the owner occupies the ~~A~~ccessory ~~D~~dwelling Unit and the ~~t~~Tenant occupies a ~~Dwelling Unit~~~~dwelling unit~~ on the site;
5. ~~Aa~~ ~~l~~Landlord that temporarily rents out the ~~l~~Landlord's principal residence during the ~~l~~Landlord's absence of not more than ~~3~~~~three~~ years;
6. ~~Aa~~ ~~l~~Landlord that temporarily rents out the ~~l~~Landlord's principal residence during the ~~l~~Landlord's absence due to active duty military service;
7. ~~Aa~~ ~~Dwelling Unit~~~~dwelling unit~~ where the ~~l~~Landlord is terminating the ~~r~~Rental ~~a~~Agreement in order for an ~~i~~mmmediate ~~f~~Family member to occupy the ~~d~~Dwelling ~~u~~Unit;

8. ~~A~~A ~~d~~dWelling ~~u~~Unit regulated or certified as affordable housing by a federal, state or local government is exempt from paying ~~r~~Relocation ~~a~~Assistance for a ~~r~~Rent increase of 10 percent or more within a rolling 12-month period:

- a. ~~S~~So long as such increase does not increase a ~~t~~Tenant's portion of the ~~r~~Rent payment by 10 percent or more within a rolling 12-month period; or
- b. ~~i~~in ~~L~~Lease ~~a~~Agreements where the ~~r~~Rent or eligibility is periodically calculated based on the ~~t~~Tenant's income or other program eligibility requirements and a ~~r~~Rent increase is necessary due to program eligibility requirements or a change in the ~~t~~Tenant's income.
- c. This exemption by Subsection 30.01.085 I.8. does not apply to private market-rate ~~d~~dWelling ~~u~~Units with a ~~t~~Tenant who is the recipient of a federal, state, or local government voucher;
- d. This exemption by Subsection 30.01.085 I.8. applies to ~~r~~Rent increases and does not apply to ~~t~~Termination ~~n~~Notices;

9. ~~A~~A ~~d~~dWelling ~~u~~Unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

10. ~~A~~A ~~d~~dWelling ~~u~~Unit rendered immediately uninhabitable not due to the action or inaction of a ~~L~~Landlord or ~~t~~Tenant;

11. ~~A~~A ~~d~~dWelling ~~u~~Unit rented for less than ~~6~~six months with appropriate verification of the submission of a demolition permit prior to the ~~t~~Tenant renting the ~~d~~dWelling ~~u~~Unit;

12. ~~A~~A ~~d~~dWelling ~~u~~Unit where the ~~L~~Landlord has provided a ~~f~~Fixed-~~t~~Term ~~t~~Tenancy and notified the ~~t~~Tenant prior to occupancy, of the ~~L~~Landlord's intent to sell or permanently convert the ~~d~~dWelling ~~u~~Unit to a use other than as a ~~d~~dWelling ~~u~~Unit subject to the Act.

~~J~~J. A Landlord that authorizes a property manager that is subject to, and manages property in accordance with ORS 696, to manage a ~~d~~dWelling ~~u~~Unit, does not waive a ~~d~~dWelling ~~u~~Unit exemption as a result of the collective number of ~~d~~dWelling ~~u~~Units managed by such a property manager. For purposes of the exemptions provided in this Subsection, "~~d~~dWelling ~~u~~Unit" is defined by ~~PCC~~Portland City Code Chapter 33.910, and not by ORS 90.100. For purposes of the exemptions provided in this Subsection, "~~a~~Accessory ~~d~~dWelling ~~u~~Unit" is defined by Portland City Code Chapter~~PCC~~ 33.205. For purposes of the exemptions provided in this Subsection, "~~d~~Duplex" is defined by Portland City Code Chapter~~PCC~~ 33.910. For purposes of the exemptions provided in this Subsection, "~~i~~ImmEDIATE ~~f~~Family" is defined ~~by PHB~~ in administrative rules.

~~K~~J. A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.085 ~~is shall be~~ liable to the ~~t~~Tenant for an amount up to ~~three~~3 times the monthly

~~r~~Rent as well as actual damages, ~~r~~Relocation ~~a~~Assistance, reasonable attorney fees and costs (collectively, "~~d~~Damages"). Any ~~t~~Tenant claiming to be aggrieved by a ~~l~~Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for ~~d~~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.~~

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

### **30.01.086 Evaluation of Applicants for Dwelling Units.**

(Added by Ordinance No. 189580; amended by Ordinances 189714, 190063 and 190905, effective July 29, 2022.)

#### **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 ~~t~~Tenant protections regarding ~~s~~Screening ~~c~~Criteria apply to ~~r~~Rental ~~a~~Agreements for a ~~d~~Dwelling ~~u~~Unit covered by the Act. ~~A term not defined in this Chapter may be that are is defined in the Act, have the meaning set forth in 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 "~~d~~Disability," the City preserves the meaning of the Fair Housing Act while utilizing updated terminology that aligns with the City's values.

**B. Definitions.** ~~A term not defined in this Chapter may that be are is defined in the Act, have the meaning set forth in the Act. For purposes of this chapter, unless otherwise defined in this sSubsection, capitalized terms have the meaning set forth in the Act.~~

- 1. "Accessible ~~D~~dwelling ~~U~~unit"** means a ~~D~~dwelling ~~U~~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 **dDwelling uUnit**. When ~~there are~~ multiple persons ~~who~~ will reside in common within a **Dd**welling **U**nit, **“A**pplicant” ~~will~~**shall** refer~~s~~ in common to those members of the household who intend to contribute financially to payment of the **rR**ent and to sign the lease or **rR**ental **a**greement.

4. **“Dwelling uUnit”** 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 dDisability”** or **“mMobility dDisabled,”** with respect to a person, means a **d**isability 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 **dD**welling **u**Unit.

8. **“Multnomah County Coordinated Access System”** means the system established by Multnomah County, Home Forward, Multnomah County’s~~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 rResidency”** means an agreement that a **l**andlord ~~(as defined in the Act)~~ may require prospective **t**enants of the **l**andlord’s **dD**welling **U**nit to acknowledge and sign that describes rules of conduct, and the rights and obligations of all adults residing in a **dD**welling **u**Unit. The **r**ules of **r**esidency may be separate from or incorporated into a **rR**ental **a**greement and must comply with ORS 90.262.

10. **“Screening cCriteria”** means a written statement of any factors a **l**andlord considers in deciding whether to accept or reject an **a**pplicant 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 **a**pplicant.

**11. “Supplemental Evidence”** means any written information submitted by the aApplicant in addition to that provided on the lLandlord’s form application that the aApplicant believes to be relevant to the aApplicant’s predicted performance as a tTenant.

**C. Tenant Application Process; generally.**

**1. Notice of dDwelling unit aAvailability; nNotice content.**

**a.** If a lLandlord advertises a dDwelling unit’s availability, the lLandlord must publish notices for rental of the available dDwelling unit at least 72 hours prior to the start of the date and time the lLandlord will begin accepting applications (“oOpen aApplication pPeriod”). The notice must specify the following:

- (1) When the lLandlord will begin to accept applications;
- (2) A description of the factors the lLandlord will consider in evaluating aApplicants if the lLandlord intends to charge a screening fee; and
- (3) Whether the available unit is an Accessible Dwelling unit.

**b.** The lLandlord’s nNotice may incorporate this information or may provide an address, website address, internet link or other written method of communicating this information to prospective tTenants.

**2. Order of processing applications.**

**a. Applications rReceived in response to an aAdvertised nNotice.**

- (1) At the start of the oOpen aApplication pPeriod, a lLandlord must digitally or manually record the date and time the lLandlord received each complete application.
- (2) With regard to any applications received earlier than the oOpen aApplication pPeriod, the lLandlord must digitally or manually record the date and time of such complete applications as eight hours after the start of the oOpen aApplication pPeriod.
- (3) A lLandlord may simultaneously process multiple applications but must accept, conditionally accept, or deny aApplicants in order of receipt.
- (4) A lLandlord owning dDwelling uUnits within ~~the City of~~ Portland, may refuse to process the application of an aApplicant who has verifiable repeated rRental aAgreement 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~~-five business days of receiving a request from an applicant, a Landlord must provide the applicant with a record of the date and time the Landlord received the complete application.

**b.** Applications ~~P~~rocessed from a ~~w~~aitlist.

(1) If a Landlord maintains a waitlist for filling vacancies instead of advertising notice of vacancies, the Landlord must add names to the waitlist in the order of receipt.

(2) When members of a waitlist apply for a vacancy, a Landlord may simultaneously process multiple applications but must accept, conditionally accept, or deny applicants in order of receipt of a completed application.

**c.** Applications for accessible dwelling units.

(1) When, during the first ~~eight~~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 dDwelling uUnit to sign rRules of rResidency.

3. Content of lLandlord aApplication fForms. Landlord aApplication forms for rental of a vacant dDwelling uUnit must include the following:

- a. An opportunity on the application for an aApplicant to affirmatively indicate a mMobility dDisability or other dDisability sStatus;
- b. A City-~~of Portland~~ nNotice to aApplicants relating to a tTenant's right to request a mModification or aAccommodation;
- c. ~~A City of Portland Housing Bureau (PHB's)~~ sStatement of Applicant Rights and Responsibilities nNotices;
- d. If the lLandlord charges a screening fee, a description of the lLandlord's sScreening cCriteria and evaluation process; and
- e. An opportunity for aApplicant to include sSupplemental eEvidence for the lLandlord's consideration to mitigate potentially negative screening results.

**D. General sScreening pProcess.** Landlords must apply the gGeneral sScreening pProcess described in this Subsection D. but may screen aApplicants using additional sScreening cCriteria. If applying additional sScreening cCriteria, the lLandlord must: 1) use a sScreening cCriteria no more prohibitive to the tTenant than the low-barrier criteria (~~"lLow-bBarrier cCriteria"~~) described in Subsection E.; or 2) use a sScreening cCriteria of the lLandlord's choosing (~~"lLandlord's sScreening cCriteria"~~); however, when using the lLandlord's sScreening cCriteria, a lLandlord must conduct an individual assessment (~~"iIndividual aAssessment"~~) in accordance with the requirements of Subsection F., before denying an aApplicant.

A lLandlord must comply with the following gGeneral sScreening pProcess:

**1. Applicant iIdentification.** A lLandlord may not reject an application as incomplete because an aApplicant or member of the aApplicant's household does not produce a Ssocial Ssecurity number or prove lawful presence in the U.S. A lLandlord 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 Aapplicant:

- a. Evidence of Social Security nNumber (SSN Card);
- b. Valid Permanent Resident Alien Registration Receipt Card;
- c. Immigrant vVisa;

- d. Individual Tax-~~P~~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 rResponsibility of aApplicant. When ~~there are~~ multiple persons ~~who~~ will reside in common within a dDwelling uUnit, the persons may choose which adults will be the aApplicants financially responsible for the dDwelling uUnit and which will be the tTenants with no financial responsibility (“~~n~~Non-aApplicant tTenant”). The lLandlord may screen only an aApplicant for financial responsibility, and not a nNon-aApplicant tTenant

a. A lLandlord may require an aApplicant to demonstrate a monthly gross income of up to but not greater than 2.5 times the amount of the rRent for the dDwelling uUnit when the monthly rRent 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 lLandlord may require an aApplicant to demonstrate a monthly gross income of up to, but not greater than 2two times the amount of the rRent for the dDwelling uUnit when the monthly rRent 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 Ssubsection, a lLandlord’s evaluation of an aApplicant’s income to rRent ratio must:

(1) Include all income sources of an aApplicant, including, but not limited to, wages, rent assistance (non-governmental only), and monetary public benefits. The lLandlord 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 aApplicant; and

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

d. If an aApplicant does not meet the minimum income ratios as described in Subsections 30.01.086 D.2.a. and 2.b.-~~above~~, a lLandlord may require additional and documented security from a guarantor, or in the form of an

additional sSecurity dDeposit pursuant to Subsection 30.01.087 A. The lLandlord ~~must~~shall communicate this conditional approval to the aApplicant 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 lLandlord chooses to require additional documented security from a guarantor, the lLandlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the lLandlord cannot require the guarantor to have income greater than three~~3~~ times the rRent amount. The lLandlord may not require an aApplicant's guarantor agreement to exceed the term of the rRental aAgreement.

3. Evaluating aAdult tTenants wWho are nNot aApplicants. A lLandlord may screen an adult nNon-aApplicant tTenant who will reside with an aApplicant in a dDwelling uUnit but who is not responsible for paying the rRent, 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 lLandlord and to evaluate prospective tTenants' ability to comply with the lLandlord's rRules of rResidency. A lLandlord may not screen a nNon-aApplicant tTenant for financial responsibility.

#### 4. Application dDenial gGenerally.

a. A lLandlord may deny any aApplicant or nNon-aApplicant tTenant in accordance with the requirements of Section 30.01.086 and all applicable federal, state, and local laws.

b. If an aApplicant qualifies for a dDwelling uUnit, the lLandlord may not deny that aApplicant based on the denial of a nNon-aApplicant tTenant that the aApplicant included on the application. Instead, the lLandlord must allow the qualifying aApplicant to accept the dDwelling uUnit without the nNon-aApplicant tTenant.

c. An aApplicant's request for reasonable mModification or aAccommodation for a dDisability, or the nature of the mModification or aAccommodation requested, may not be a factor for a lLandlord's denial of an aApplicant.

5. Communication of dDetermination. Within two~~2~~ weeks after a lLandlord or its screening company completes its evaluation of an aApplicant, the lLandlord must provide aApplicant 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 rRelated mModification rRequests.

a. An aApplicant with a dDisability that is otherwise approved through the screening process and requests a mModification may not be denied housing based solely on a lLandlord's denial of a requested mModification.

b. If a lLandlord denies an aApplicant's mModification request, the lLandlord must provide the aApplicant two2 successive 24-hour periods within which to request alternative mModifications.

c. If no reasonable mModification can be made to the dDwelling uUnit to address the aApplicant's dDisability, the aApplicant, if otherwise eligible, may accept the dDwelling uUnit without mModification.

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

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

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

c. If a lLandlord conducts all of an aApplicant screening and does not use the screening services of a professional screening company, the lLandlord must not charge aApplicant 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 lLandlord must offer the aApplicant an opportunity for appeal for 30 days following the denial of an aApplication. The lLandlord's appeal process must:

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

b. -Prequalify the aApplicant for rental opportunities at the lLandlord's properties in ~~the City of~~ Portland for the three3 months following the date a lLandlord approves an application reviewed on appeal; and

c. Waive the aApplicant's screening fee for the three3 months following the approved appeal. Prior to waiving the screening fee, the lLandlord may require the aApplicant to self-certify that no conditions have materially changed from those described in the lLandlord's approved application.

**E. Applicant eEvaluation; eEncouraging mMost iInclusive eEvaluation pProcess.** If applying a sScreening cCriteria to an aApplicant in addition to the gGeneral sScreening pProcess, a lLandlord is encouraged to apply criteria consistent with, or less prohibitive than, the lLow-bBarrier cCriteria described in Subsection E. below. If the lLandlord applies any single criterion more prohibitive than any of the lLow-bBarrier cCriteria listed in Subsections E.1.a. through -c. below, then the lLandlord must apply the iIndividual aAssessment process as described in Subsection F. In applying lLow-bBarrier cCriteria, lLandlords must comply with all applicable federal, state, and local laws.

**1. Low-bBarrier sScreening cCriteria.** In adopting lLow-bBarrier cCriteria, lLandlords agree not to reject aApplicants for:

**a. Criminal hHistory:**

- (1)** An arrest that did not result in conviction, unless the resulting charge is pending on the date of the aApplication;
- (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 three3 years from the date of the aApplication, excluding court-mandated prohibitions that are present at the property for which the aApplicant has applied; or
- (7)** A criminal conviction for a felony offense for which the dates of sentencing are older than seven7 years from the date of the aApplication, excluding court-mandated prohibitions that are present at the property for which the aApplicant has applied.

**b. Credit hHistory:**

- (1)** A credit score of 500 or higher;
- (2)** Insufficient credit history, unless the aApplicant 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 **B**ankruptcy filed by the **a**Applicant that has been discharged;

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

(7) Medical or education/vocational training debt.

c. Rental **h**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 **a**Applicant before the **a**Applicant submitted the application;

(b) Resulted in a general judgment against the **a**Applicant that was entered **three**3 or more years before the date of the **a**Application;

(c) Resulted in a general judgment against the **a**Applicant that was entered fewer than **three**3 years before the date of the **a**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 **a**Applicant was a default judgment due to a failure to appear, and the **a**Applicant presents credible evidence to the **L**andlord that the **a**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 **L**andlord obtains from a verbal or written rental reference check with the exception of defaults in **r**Rent, **three**3 or more material violations of a **r**Rental **a**Agreement within one year prior to the date of the **a**Application that resulted in

notices issued to the ~~T~~Tenant, outstanding balance due to the ~~L~~Landlord, or lease violations that resulted in a termination with cause; or

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

**2. Evaluation ~~d~~Denial; ~~L~~Low-~~b~~Barrier.**

**a.** When denying an ~~a~~Applicant using the ~~L~~Low-~~b~~Barrier ~~c~~Criteria described in this Subsection, a ~~L~~Landlord must provide to the ~~a~~Applicant a written statement of reasons for denial in accordance with ORS 90.304(1).

**b.** Before denying an ~~a~~Applicant for criminal history using the ~~L~~Low-~~b~~Barrier ~~c~~Criteria described in this Subsection, a ~~L~~Landlord must consider ~~s~~Supplemental ~~e~~Evidence provided by the ~~a~~Applicant if provided at the time of application submittal.

**F. Individual ~~a~~Assessment.** A ~~L~~Landlord that applies the ~~L~~Landlord's ~~s~~Screening ~~c~~Criteria, which is more prohibitive than the ~~L~~Low-~~b~~Barrier ~~c~~Criteria as described in Subsection E. above, must conduct an ~~i~~Individual ~~a~~Assessment for any basis upon which the ~~L~~Landlord intends to deny an application, before issuing a denial to an ~~A~~Applicant.

**1. Consideration of ~~s~~Supplemental ~~e~~Evidence; ~~i~~Individual ~~a~~Assessment.** In evaluating an ~~a~~Applicant using the ~~i~~Individual ~~a~~Assessment, a ~~L~~Landlord must accept and consider all ~~s~~Supplemental ~~e~~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 ~~a~~Applicant using the ~~i~~Individual ~~a~~Assessment, the ~~L~~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; ~~i~~Individual ~~a~~Assessment.** After performing an ~~i~~Individual ~~a~~Assessment, a ~~L~~Landlord may deny the ~~a~~Applicant, so long as:

- a.** The denial is non-discriminatory in accordance with the Fair Housing Act;
- b.** The denial is in accordance with Subsection 30.01.086 D. ~~of this Code~~ and all other applicable federal, state, and local laws;

c. The Landlord provides a written “nNotice of dDenial” to the aApplicant within two2 weeks of the denial that meets the requirements of ORS 90.304, Subsection 30.01.086 D.4. ~~above~~, and includes an explanation of the basis for denial, an explanation of the reasons that the sSupplemental eEvidence 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 aApplicant by the Landlord.

## G. Exemptions.

1. Section 30.01.086 does not apply to a process for leasing for a dDwelling uUnit 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-i income or vulnerable tTenants 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 dDwelling uUnit as a primary residence, where the dDwelling uUnit is defined by PCG~~Portland City~~ Code Chapter 33.910, and not by ORS 90.100; or shared with an existing tTenant with a separate rRental aAgreement for the same dDwelling uUnit, where the dDwelling uUnit is defined by Portland City Code Chapter~~PCG~~ 33.910, and not by ORS 90.100; or

d. Tenancies where the aApplicant would occupy one dDwelling uUnit in a dDuplex where the Landlord’s principal residence is the second dDwelling uUnit in the same dDuplex; or

e. Tenancies where the aApplicant would occupy an aAccessory dDwelling uUnit, as defined by PCG~~Portland City Code Chapter~~ 33.205, that is subject to the Act in ~~the City of~~ Portland so long as the owner of the aAccessory dDwelling uUnit lives on the lot, or tTenancies where the owner occupies the aAccessory dDwelling uUnit and the dDwelling uUnit the aApplicant would occupy is on the lot.

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

H. Damages. A Landlord that fails to comply with any of the requirements set forth in this Section will~~shall~~ be liable to the aApplicant for an amount up to \$250 per violation

plus actual damages, reasonable attorney fees and costs (collectively, “~~d~~Damages”). Any ~~a~~Applicant materially harmed by a ~~l~~Landlord’s intentional noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for ~~d~~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 189581; amended by Ordinances 189715, 190064 and 190905, effective July 29, 2022.)

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 ~~t~~Tenant protections regarding ~~s~~Security ~~d~~Deposits apply to ~~r~~Rental ~~a~~Agreements for a ~~d~~Dwelling ~~u~~Unit covered by the Act. ~~A term not defined in this Chapter may be that are is defined in the Act; has the meaning set forth in 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 ~~s~~Security ~~d~~Deposit.**

1. If a ~~l~~Landlord requires, as a condition of tenancy, a ~~s~~Security ~~d~~Deposit that includes last month’s ~~r~~Rent, a ~~l~~Landlord may not collect as an additional part of the ~~s~~Security ~~d~~Deposit more than an amount equal to one-half of one month’s ~~r~~Rent.
2. If a ~~l~~Landlord does not require last month’s ~~r~~Rent, a ~~l~~Landlord may not collect more than an amount equal to one month’s ~~r~~Rent as a ~~s~~Security ~~d~~Deposit.
3. If a ~~l~~Landlord conditionally approves an application subject to an ~~a~~Applicant’s demonstration of financial capacity or to offset risk factors identified by the ~~a~~Applicant screening for tenancy as described in Section 30.01.086, the ~~l~~Landlord may require payment of an amount equal to one-half of one month’s ~~r~~Rent as a ~~s~~Security ~~d~~Deposit in addition to the other amounts authorized in this ~~S~~subsection. The ~~l~~Landlord must allow a ~~t~~Tenant to pay any such additional ~~s~~Security ~~d~~Deposit in installments over a period of up to ~~three~~3 months in installment amounts reasonably requested by the ~~t~~Tenant.

#### **B. Bank ~~d~~Deposit of ~~t~~Tenant ~~f~~Funds.**

1. Within ~~two~~2 weeks following receipt of a ~~t~~Tenant’s funds paid as a ~~s~~Security ~~d~~Deposit or for last-month’s ~~r~~Rent, a ~~l~~Landlord ~~must~~~~shall~~ deposit all of such funds into a secure financial institution account segregated from the ~~l~~Landlord’s personal and business operating accounts. If the account is an interest-bearing

account, all interest ~~will~~shall accrue proportionately to the benefit of the ~~t~~Tenant and ~~must~~shall be returned to the ~~t~~Tenant with the unused security deposit in accordance with Subsection B.2. below. If the account bears interest, the ~~L~~Landlord is required to pay such interest in full, minus an optional ~~5~~five percent deduction for administrative costs from such interest, to the ~~t~~Tenant unless it is used to cover any claims for damage. For interest bearing accounts, the ~~L~~Landlord must provide a receipt of the account and any interest earned at the ~~t~~Tenant's request, no more than once per year. The ~~r~~Rental ~~a~~Agreement must reflect the name and address of the financial institution at which the ~~s~~Security ~~d~~Deposit is deposited and whether the ~~s~~Security ~~d~~Deposit is held in an interest-bearing account.

2. A ~~L~~Landlord ~~must~~shall provide a written accounting and refund in accordance with ORS 90.300.

C. Amounts ~~w~~Withheld for ~~r~~Repair.

1. A ~~L~~Landlord may only apply ~~s~~Security ~~d~~Deposit funds for the repair and replacement of those fixtures, appliances, equipment or personal property that are identified in the ~~r~~Rental ~~a~~Agreement.

2. A ~~L~~Landlord may claim from the ~~s~~Security ~~d~~Deposit amounts equal only to the costs reasonably necessary to repair the premises to its condition existing at the commencement of the ~~r~~Rental ~~a~~Agreement ("~~c~~Commencement ~~d~~Date"); provided however, that a ~~L~~Landlord may not claim any portion of the ~~s~~Security ~~d~~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 ~~t~~Tenant's acts or omissions; or for any cost that is reimbursed by a ~~L~~Landlord's property or comprehensive general liability insurance or by a warranty.

3. Any ~~L~~Landlord-provided fixtures, appliances, equipment, or personal property, the condition of which a ~~L~~Landlord plans to be covered by the ~~t~~Tenant ~~s~~Security ~~d~~Deposit, ~~must~~shall be itemized by description and incorporated into the ~~r~~Rental ~~a~~Agreement.

4. A ~~L~~Landlord may apply the ~~t~~Tenant ~~s~~Security ~~d~~Deposit to the cost of repair or replacement of flooring material only if repair or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of repair or replacement of the discrete impacted area and not for the other areas of the ~~d~~Dwelling ~~u~~Unit. A "**discrete impacted area**" is defined as the general area of the dwelling unit where the repair or replacement is needed, which may include an entire room, closet, hallway, stairway, or other defined space, but not beyond.

5. A ~~L~~Landlord may not apply the ~~t~~Tenant ~~s~~Security ~~d~~Deposit to the costs of interior painting of the leased premises, except to repair specific damage caused

by the tTenant in excess of ordinary wear and tear, or to repaint walls that were painted by the tTenant without permission.

#### D. Condition rReports.

##### 1. Preparing and uUpdating the cCondition rReport and cCondition rReport aAddendum.

- a. Prior to the cCommencement dDate, the lLandlord ~~will~~must make reasonable efforts to schedule a time ~~that~~which is convenient for both the lLandlord and the tTenant for a walk through of the unit to complete a report noting the condition of all fixtures, appliances, equipment and personal property listed in the rental agreement and noting damage (the "cCondition rReport"). Both the tTenant and the lLandlord ~~must~~shall sign the cCondition rReport. The lLandlord ~~must~~shall take pictures of the items noted in the cCondition rReport and share those photographs with the tTenant.
- b. Should the lLandlord and tTenant be unable to schedule a mutually convenient time to walk through the unit to complete the cCondition rReport, the lLandlord ~~will~~must complete the cCondition rReport prior the cCommencement dDate. The lLandlord ~~must~~shall take pictures of the items noted in the cCondition rReport and share those photographs with the tTenant on the cCommencement dDate.
- c. Within seven~~7~~ days following the cCommencement dDate, the tTenant may complete and submit to the lLandlord a cCondition rReport aAddendum on a form provided by the lLandlord. If the tTenant does not complete and submit a cCondition rReport aAddendum to the lLandlord within seven~~7~~ days of the cCommencement dDate, then the lLandlord's cCondition rReport becomes final.
- d. If the tTenant submits a cCondition rReport aAddendum, the Landlord has seven~~7~~ days to dispute the cCondition rReport aAddendum in writing. If the lLandlord fails to timely dispute the cCondition rReport Addendum, then the cCondition rReport, as modified by the cCondition rReport aAddendum, ~~must~~shall establish the baseline condition of the dDwelling uUnit as of the cCommencement dDate against which the lLandlord will be required to assess any dDwelling uUnit repair or replacement needs identified in a fFinal iInspection (defined below) that will result in costs that may be deducted from the tTenant sSecurity dDeposit as of termination of the rRental aAgreement (the "tTermination dDate").
- e. If the lLandlord disputes the cCondition rReport aAddendum, and the lLandlord and tTenant are unable to resolve the dispute as to the condition of the dDwelling uUnit at the cCommencement dDate, the cCondition rReport and cCondition rReport aAddendum ~~must~~shall be retained by the



Landlord. Any unresolved dispute as to the condition of the dDwelling uUnit as of the cCommencement dDate ~~will~~shall be resolved, if necessary, in any court of competent jurisdiction.

f. The Landlord ~~must~~shall update the Condition Report to reflect all repairs and replacements impacting the dDwelling uUnit during the term of the rRental aAgreement and ~~must~~shall provide the updated Condition Report to the tTenant, and the tTenant may complete or update the Condition Report Addendum to reflect all repairs and replacements.

2. Within ~~one~~4 week following the tTermination dDate a Landlord ~~must~~shall conduct a walk-through of the dDwelling uUnit at the tTenant's option, with the tTenant or tTenant's representative, to document any damage beyond ordinary wear and tear not noted on the Condition Report (the "fFinal iInspection"). The tTenant, or the tTenant's representative, may choose to be present for the fFinal iInspection. The Landlord must give notice of the date and time of the fFinal iInspection at least 24 hours in advance to the tTenant.

3. A Landlord ~~must~~shall prepare an itemization describing any repair and replacement in accordance with the fixture, appliances, equipment, or personal property identified in the rRental aAgreement. The Landlord ~~must~~shall document any visual damage in excess of normal wear and tear with photographs that the Landlord ~~must~~shall provide to the tTenant 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 tTenant, 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 rRights. Contemporaneously with the delivery of the written accounting required by ORS 90.300-(12), a Landlord must also deliver to the tTenant a written notice of rights regarding sSecurity dDeposits ("nNotice of rRights"). ~~The~~Such nNotice of rRights must specify all tTenant's right to damages under this Section. The requirement in this Subsection may be met by delivering a copy of this Section to the tTenant and contact information for the nearest Legal Aid Services of Oregon, or online and physical address of the Oregon State Bar.

F. Rent payment hHistory. Within ~~five~~5 business days of receiving a request from a tTenant or delivering a notice of intent to terminate a tenancy, a Landlord must provide a written accounting to the tTenant of the tTenant's rRent payment history that covers up to the prior ~~two~~2 years of tenancy, as well as a fully completed rRental hHistory fForm available on the Portland Housing Bureau website. The Landlord ~~must~~shall also provide the tTenant with an accounting of the sSecurity dDeposit as soon as practicable but no later than within the timeframes prescribed by ORS 90.300.

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

~~**I. — 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 Ordinances 186028, 187380 and 188440, effective July 8, 2017.)

**A.** City sSubsidy pProjects that in the future request and receive a cCity sSubsidy from Prosper Portland PDC, PHB, or another City Bbureau, or agency for the purpose of creating or preserving rental housing affordable to households below 80 percent of MFI; ~~will be~~ are subject to a minimum of 60-year affordability contract requirements developed by PHB consistent with the implementing charge in Subsection 30.01.090

**B.** Notwithstanding the foregoing, City sSubsidy pProjects 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 pProduct gGuidelines.

**B.** All City Bbureaus 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 183448; Amended by Ordinances 186712, 186744, 187380, 187975, 189323, 190523 and 191595, effective January 17, 2024.)

**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~~ may exempt qualified affordable housing developments from paying all or part of system development charges required by Code. The aApplicant 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 ~~a~~Applicant has the burden to prove entitlement to exemptions so requested.

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

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

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

**c.** Effective July 1, 2014, developments of new buildings in Old Town/Chinatown ~~shall~~are~~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~~must remain affordable for a period of not less than 10 years, to persons or households whose incomes are 100 percent or less of MFI, as adjusted by household size and as determined by HUD for the Portland Metropolitan Area, and for not less than ~~five~~5 years thereafter ~~shall~~must continue to remain affordable to persons or households whose incomes are 120 percent or less of MFI, as so described; and

(4) The exemption granted by this Subsection ~~shall~~is 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-~~O~~occupied ~~U~~units.

a. For the purposes of this Section, ~~“a~~Affordable” means that:

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

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

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

~~G. The Director of PHB or a their designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards, and penalties, for implementation, administration, and enforcement of a program 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 City housing program requirements. PHB Administrative R~~ules adopted to implement for this Section

~~30.01.095~~ will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the ~~p~~Partial and ~~f~~Full ~~e~~Exemptions of ~~S~~system ~~D~~development ~~C~~charges for Affordable Housing Developments program.

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

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

(Added by Ordinance 189323; amended by Ordinance 190381, effective April 30, 2021.)

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

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

**C.** The City ~~will~~shall calculate exemptions in the manner authorized for calculating system development charges. Exemptions are applicable to the portions of mass shelter, outdoor shelter and short-term shelter projects that are directly used in providing shelter and services for their residents such as on-site manager facilities and

shared space including but not limited to restrooms, kitchens, community rooms, social service facilities, and laundry facilities.

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

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

### **30.01.100 Compliance and Enforcement.**

(Amended by Ordinance 186028, effective May 15, 2013.)

**A.** ~~PHB-The City Administrator will~~**shall** develop and implement procedures to enforce the provisions of ~~this-Portland City Ceode, as authorized by the Charter.~~ **Such** ~~p~~**P**rocedures should include, where feasible, record notice of the applicability of ~~thisPortland City Ceode~~ to affected properties, filing a lien to enforce the provisions of ~~Portland City Cthis-eode~~, and developing civil penalties or other enforcement provisions necessary or appropriate to enforce ~~Portland Citythis Ceode~~.

**B.** The City Attorney's Office may enforce the provisions of ~~Portland Citythis Ceode~~ 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 ~~willmay~~**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, ~~will~~**shall** not be affected ~~thereby it~~ and ~~will~~**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, 189302, 190145 and 190523, effective August 1, 2021.)

**A. Purpose Statement.** The purpose of the Inclusionary Housing (“IH”) program is to:

1. Establish an IH program structured to support the production of units affordable to households’ earning 80 percent of the median family income (“MFI”), with an emphasis on households earning 60 percent MFI or less,
2. Structure the IH program to provide a variety of compliance options with an emphasis on mixed-income buildings in high opportunity areas.
3. Provide IH program options and requirements to support the production of a variety of affordable unit types regarding unit size and bedroom count.
4. Ensure IH units are equivalent to market rate units regarding in-unit amenities and are distributed throughout the building with access to all building amenities.
5. Allocate IH program fee-in-lieu, fees, and charges, collected and paid into the Inclusionary Housing Fund for housing opportunities affordable to households earning 80 percent MFI or less, with an emphasis on households earning 60 percent MFI or less.

**B. Administration.**

1. PHB will certify whether the Aaapplicant’s proposed bBBuilding, as defined in Portland City Code Section PCC 3.103.020, meets the standards and any administrative requirements set forth in this Section.
2. ~~The Director of PHB or a designee may enter into covenants and agreements, establish and charge administrative fees, prepare forms and adopt, amend and repeal Administrative Rules which establish, procedures, policies, program requirements, compliance monitoring standards, and penalties, for implementation, administration, and enforcement of a program 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 City housing program requirements. PHB~~ Administrative rRules adopted to implementfor this Section 30.01.120 will set forth clear and objective criteria to establish minimum standards for units restricted under the IH program.
3. PHB will review the Inclusionary Housing outcomes periodically in order to determine if the IH program options and incentives in Subsection 30.01.120 C. are consistent with City goals and market conditions.

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

1. When the proposed ~~B~~building will include 20 percent of the units or total number of bedrooms configured into IH units at or below 80 percent MFI:
  - a. Ten-year property tax exemption in accordance with City Code Chapter 3.103; and
  - b. Construction Excise Tax exemption for the IH units in accordance with Portland City Code Subsection ~~PCG~~ 6.08.060 A.2.
2. When the proposed ~~b~~Building will include 10 percent of the units or total number of bedrooms configured into IH units at or below 60 percent MFI:
  - a. ~~Ten~~10-year property tax exemption according to ~~City Code~~ Chapter 3.103; and
  - b. Construction Excise Tax exemption for the IH units in accordance with ~~PCG~~ Subsection 6.08.060 A.2.; and
  - c. SDC exemption for the IH units in accordance with ~~PCG~~ Section 30.01.095.
3. When the proposed ~~b~~Building elects to construct IH units offsite in a ~~b~~Building that has yet to receive a building permit issuance from Portland Permitting and Development ~~Bureau of Development Services~~:
  - a. ~~Ten~~10-year property tax exemption according to Portland City Code ~~PCG~~ Section 3.103 for the building containing the IH units;
  - b. Construction Excise Tax exemption for the receiving ~~b~~Building's IH units in accordance with ~~PCG~~ Subsection 6.08.060 A.2.; and
  - c. SDC exemption for the receiving site's IH units in accordance with ~~PCG~~ Section 30.01.095.
4. When the applicant elects to dedicate IH units in an existing ~~b~~Building or ~~b~~Building that has already received a building permit issuance, there are no financial incentives.
5. When the applicant elects the fee-in-lieu option, there are no financial incentives.

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

1. The IH units must meet clear and objective administrative criteria that ensure a reasonable equivalency between the IH units and the market-rate units in the Building;
2. The IH units ~~will~~ must remain affordable for a period of 99 years;

3. Owners of the ~~b~~B~~uilding~~ subject to the IH program must execute a covenant with the City and record it with the property where the IH units are located;
4. The owner or a representative ~~must~~~~will~~ submit annual documentation of tenant income and rents for the IH units to PHB;
5. The City may inspect the IH units for fire, life and safety hazards and for compliance with IH program requirements and may inspect files documenting tenant income and rents of the IH units; and
6. Failure to meet the requirements of the IH program applicable at the time the building permit is reviewed by PHB, or anytime during the 99~~-~~year affordability restriction period, will result in penalties as detailed in ~~the Inclusionary Housing~~ ~~a~~Administrative ~~r~~Rules, ~~and~~ could result in legal action if unpaid.
7. When the required minimum IH units are reconfigured based on a percentage of the total number of bedrooms within the proposed ~~b~~B~~uilding~~, the IH units must be provided in ~~two~~2 or more bedrooms per unit.

### **30.01.130 Manufactured Dwelling Park Affordable Housing Density Bonus.**

(Added by Ordinance 189783; amended by Ordinance 190523, effective August 1, 2021.)

**A. Purpose ~~s~~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-Section~~ 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 ~~must~~~~shall~~ remain affordable for a period of 99 years.
2. Owners are required to sign a ~~r~~Regulatory ~~a~~Agreement to be recorded on the title to the property receiving a density bonus under the MDP Program.
3. Owners ~~must~~~~shall~~ submit annual documentation of tenant income and rents for the affordable manufactured dwellings to PHB.

4. The ~~r~~Regulatory ~~a~~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.

~~The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules, and establish procedures which establish procedures, policies, program requirements, compliance monitoring standards, and penalties, for the implementation, administration and enforcement of a program 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 City housing program requirements. PHB A~~administrative ~~R~~rules ~~adopted to implement for this Section 30.01.130~~ will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the MDP program.

### **30.01.140 Deeper Housing Affordability FAR Density Program.**

(Added by Ordinance 189805; Amended by Ordinances 190093 and 190523, effective August 1, 2021.)

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

#### **B. Administration.**

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

~~2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms, and adopt, amend and repeal Administrative Rules, which establish procedures, policies, program requirements, compliance monitoring standards, and penalties, for implementation, administration, and enforcement of a program 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 City housing program requirements. PHB~~ Administrative ~~r~~Rules ~~adopted to implement for this Section 30.01.140~~ will set forth clear and objective criteria to establish minimum standards for Affordable Housing units restricted under the DHA Program.

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

1. Dwelling units for sale ~~must~~shall remain affordable for a period of at least 10 years and be available to households earning 80 percent or less of area MFI. Dwelling units for rent ~~must~~shall remain affordable for a period of 99 years and be available to households earning 60 percent or less of area MFI;
2. Owners are required to sign a covenant that will encumber the property receiving a density bonus under the DHA Program, and that will be recorded in the official records of Multnomah County, ~~Oregon~~;
3. For rental dwelling units, the owner or a representative ~~must~~shall submit annual documentation of tenant income and rents to PHB;
4. The City may inspect any of the dwelling units in the building for compliance with DHA Program requirements and may inspect files documenting tenant income and rents of the affordable rental dwelling units; and
5. Failure to meet the requirements of the DHA Program will result in a penalty and may result in legal action.

#### D. Penalties.

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

2. Should the City Administrator~~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~~the City as follows:

a. For-~~r~~Rent ~~d~~Dwelling ~~u~~Unit ~~p~~Penalty. For a building or site with rental dwelling units, a penalty equal to multiplying the gross square feet of the residential and residential-related portions of the building or buildings by \$23;

Interest. Interest on the entire unpaid ~~f~~For-~~r~~Rent ~~d~~Dwelling ~~u~~Unit ~~p~~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 ~~i~~ncentives. Repayment of any financial incentives and exemptions received according to code and a~~A~~Administrative r~~R~~ules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional ~~p~~Penalties. ~~PHB~~The City Administrator may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the

financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by ~~PHB~~the City or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable ~~f~~For~~r~~Rent ~~d~~Dwelling ~~u~~Unit ~~p~~Penalty, ~~i~~Interest, ~~f~~Financial ~~i~~Incentives repayment amounts due and payment of any ~~a~~Additional ~~p~~Penalties, the impacted building with rental dwelling units for rent will cease to be bound to the restrictions of the DHA Program, and ~~PHB~~the City will release the covenant.

b. For ~~s~~Sale ~~d~~Dwelling ~~u~~Unit ~~p~~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 ~~i~~Incentive. Repayment of any financial incentives and exemptions received according to code and ~~a~~Administrative ~~r~~Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional ~~p~~Penalties. ~~PHB~~The City Administrator may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Section 2 are not timely paid in accordance with the timeframe prescribed by the City~~PHB~~ or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable ~~f~~For~~s~~Sale ~~d~~Dwelling ~~u~~Unit ~~p~~Penalty, ~~i~~Interest, ~~f~~Financial ~~i~~Incentives repayment amounts due and payment of any ~~a~~Additional ~~p~~Penalties, the impacted for-sale dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and ~~PHB~~the City Administrator will release the covenant.

### **30.01.150 FAR Transfer from Existing Affordable Housing Program.**

(Added by Ordinance 190037; amended by Ordinance 190523, effective August 1, 2021.)

**A. Purpose** ~~s~~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 **PCG** Subsection 33.120.210 D.1. and this Section.

~~2. 2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards, and penalties for implementation, administration, and enforcement of a program 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 City housing program requirements. PHB Administrative Rules adopted to implement for this Section 30.01.150~~ will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Affordable Housing Transfer Program.

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

1. All of the Affordable Housing dwelling units located on a site wanting to transfer available FAR must have an existing affordability restriction related to funding provided by PHB for at least an additional 30 years from the date of application to PHB for the FAR transfer; and
2. The Affordable Housing dwelling units must be restricted to households earning 60 percent or less of area MFI.

### **30.01.160 Three-Bedroom Unit FAR Density Bonus Option Program.**

(Added by Ordinance 190037; amended by Ordinance 190523, effective August 1, 2021.)

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

**B. Administration.**

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

~~2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards and penalties for implementation, administration, and enforcement of a program 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 City housing program requirements. PHB~~  
 Administrative ~~r~~Rules ~~adopted to implement for this Section 30.01.160~~ will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Three-Bedroom Bonus Program.

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

1. Dwelling units ~~shall~~must remain affordable for a period of at least 10 years and be available to households earning 100 percent or less of area median income;
2. Owners are required to sign a covenant that will encumber the property receiving a density bonus under the Three-Bedroom Bonus Program, and will be recorded in the official records of Multnomah County, ~~Oregon~~;
3. For rental dwelling units, the owner or a representative ~~shall~~must submit annual documentation of tenant income and rents to PHB;
4. The City may inspect the affordable dwelling units for fire, life, and safety hazards and for compliance with the Three-Bedroom Bonus Program requirements and may inspect files documenting tenant income and rents of the affordable rental dwelling units; and
5. Failure to meet the requirements of the Three-Bedroom Bonus Program will result in a penalty and may result in legal action.

**D. Penalties.**

1. In the event of a failure to meet the requirements of the Three-Bedroom Bonus Program and the additional requirements established in the covenant, the City Administrator~~PHB~~ may choose to negotiate with the building owner to bring the building into compliance.
2. Should the City Administrator~~PHB~~ and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to the City~~PHB~~ as follows:
  - a. For ~~r~~Rent ~~d~~Dwelling uUnit ~~p~~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 ~~f~~For ~~r~~Rent ~~d~~Dwelling uUnit ~~p~~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 ~~i~~Incentives. Repayment of any financial incentives and exemptions received according to code and ~~a~~Administrative ~~r~~Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional ~~p~~Penalties. ~~PHB-The City Administrator~~ may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by ~~the City~~~~PHB~~ or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable ~~f~~For-~~r~~Rent ~~d~~Dwelling ~~u~~Unit ~~p~~Penalty, ~~i~~Interest, ~~f~~Financial ~~i~~Incentives repayment amounts due, and payment of any ~~a~~Additional ~~p~~Penalties, the impacted building with rental dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and ~~PHB-the City Administrator~~ will release the covenant.

**b.** For-~~s~~Sale ~~d~~Dwelling ~~u~~Unit ~~p~~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 ~~i~~Incentive. Repayment of any financial incentives and exemptions received according to code and ~~a~~Administrative ~~r~~Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional ~~p~~Penalties. ~~PHB-The City Administrator~~ may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Section 2 are not timely paid in accordance with the timeframe prescribed by ~~the City~~~~PHB~~ or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable ~~f~~For-~~s~~Sale ~~d~~Dwelling ~~u~~Unit ~~p~~Penalty, ~~i~~Interest, ~~f~~Financial ~~i~~Incentives repayment amounts due and payment of any ~~a~~Additional ~~p~~Penalties, the impacted for-sale dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and ~~PHB-the City Administrator~~ will release the covenant.

### 30.01.170 Certification ~~Design~~ Review Procedure ~~Certification~~ for Affordable Housing Developments.

(Added by Ordinance 190523, effective August 1, 2021.)

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

**B. Administration.**

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

2. ~~The Director of PHB or a designee may enter in to covenants and agreements, prepare forms, and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards, and penalties for implementation, administration, and enforcement of a program 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 City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Certification Program. PHB Administrative~~ Rules adopted for this Section will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Certification Programs.

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

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

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

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

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

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

### **30.01.180 Housing Development Financial Assistance.**

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

- 1.** Support affordable housing development.
- 2.** Support technical and professional services necessary to explore project feasibility of rental and ownership housing serving low- and moderate-income households.
- 3.** Support housing stability for first-time, low-income home buyers through increased buying power and competitiveness in the market.
- 4.** Support housing security for low-income homeowners through assistance for critical home repairs with a focus on health, safety and fire.
- 5.** Reduce lead-based hazards in a home, especially homes with children under six years of age.

**B.** Definitions.

- 1.** **Affordable housing development** includes but is not limited to the acquisition, disposition, construction, rehabilitation, and preservation of residential and mixed-use buildings that provide housing, services, and other public benefits to low- and moderate- income households.
- 2.** **Financial assistance** includes but is not limited to applications or requests for a new loan or grant, assumption, subordination, modification, forgiveness, loan servicing, and restructuring.
- 3.** **Financial assistance funds** and **financial assistance funding** means funding provided in the form of loans or grants for use in affordable housing development, homeownership assistance and home repair programs.
- 4.** **Guidelines** means collectively, the Housing Development Guidelines and the Homeownership Assistance Program Guidelines.
- 5.** **Homeownership Assistance Program Guidelines** means PHB's Financial Assistance Guidelines for Homeownership and Home Repair Assistance, previously adopted by the Council.
- 6.** **Housing Development Guidelines** means PHB's Financial Assistance Guidelines for Affordable Housing Development, previously adopted by the Council.

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

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

**C. Administration.**

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

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

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

**4.** The City Administrator may amend the Guidelines.

**D. Approval authority.**

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

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

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