



January 2016

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NEW FEATURES

Do You Know? We'll be combing the world of rental housing to find interesting tidbits and information to surprise you.

News Around Oregon – We're gathering news from around Oregon. What's happening in LaGrande is just as important as what's happening in Portland, or Medford.

National Housing Headlines – We'll report on rental housing trends across the nation.

Housing Links – Want more information? Need contact numbers? Who, what, where and when? Check out these helpful links to sites that can help you.

Law Changes 2016

By **Tia Politi**, Lane County ROA President, Rental Owner, Property Manager with Acorn Property Management

Staying on top of your rental business requires keeping abreast of law changes. The Oregon legislature used to meet every two years; now law changes happen every year. This means you risk having outdated agreements with residents that won't encompass the changing regulations. But your tenants don't need to sign new agreements every year. Except in the case of a fixed-term lease, changing the terms of your current month-to-month rental agreement is as simple as sending a Notice of Change in Terms, or the ORHA 2016 Addendum (currently available online, or at your local office). When you do initiate a new tenancy be sure to use new forms.

Changes requiring notice to residents

Renter's Insurance (Amendment to ORS 90.222) The statute that allows landlords to require Renter's Insurance now clarifies that the landlord may also require the resident to name them as an Interested Party on the policy. It further authorizes the insurer to notify the landlord of cancellation or nonrenewal of the policy, reduction of policy coverage (the maximum \$100,000 required liability coverage remains), or removal of the landlord as an Interested Party. Renter's insurance cannot be required if the combined household income of the resident falls at or below 50% of the area median or if the dwelling

unit has been subsidized with public funds. This exception does not apply to tenant rent subsidies such as Section 8; however, in most cases, their income will fall below the median. In order to require renter's insurance, the requirement must be plainly stated in writing at the outset of the tenancy, and a "reasonable explanation" of the situations in which a landlord may not require it also stated plainly in writing. The renter's insurance requirement, or the ability to be named as an Interested Party per the revised statute mandates delivery of a 30-day notice of change in terms for existing month-to-month residencies or upon renewal of lease with the required disclosures stated in the lease renewal documents.

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OREGON RENTAL HOUSING ASSOCIATION

Board Meeting Schedule

March 19, 2016 - Springfield
 May 21, 2016 - Klamath Falls
 July 16, 2016 - Springfield

AROUND

Here

Do You Want to Travel to One of Our Chapters for a Seminar? Here is the Class Schedule for January.

Central OR ROA - Bend

COROA@541MediaLLC.com

January 21, 2016 – 1 credit hour

FED Forms – Mystery Solved

January 26, 2016 – 2 credit hours

Eviction & Mediation Role Play

Lane Co. ROA – Eugene

info@laneroa.com

January 20, 2016 – 2 credit hours

Tenant Screening

January 27, 2016 – 2 credit hours

The Move-In Process

Linn Benton RHA – Albany

lbrhaoregon@gmail.com

January 21, 2016 – 2 credit hours

Ask The Experts in Property Management

Portland Area ROA – Portland

maren@oregonrentalhousing.com

January 27, 2016 – 4 credit hours

Landlord Tenant Law 2016

Salem RHA – Salem

Contact@salemrha.com

January 21, 2016 – 3 hours

Landlording 101

SW OR ROA – North Bend

coltercindy@gmail.com

January 23, 2016 – 3 hours

Landlording 101



PRESIDENT'S MESSAGE

ORHA Goals for 2016

By **Terry Turner**, ORHA President

New Year's Resolutions are routinely unfulfilled. It's almost a given that if you make a resolution to lose five pounds, you will gain ten. You might resolve to drive the speed limit, only to look down on January 15th and realize you are speeding again. Most of us have experienced the "new me" syndrome that only lasts a week or two. Disappointing? Yes! Instead, I like to look at last year and set realistic goals based on what's really important to me and is also truly attainable.

Here are my 2016 goals for ORHA:

Mentoring Program – provide more education ideas and resources for meetings, assist ROA's to develop leadership skills, and to provide answers and solutions to problems.

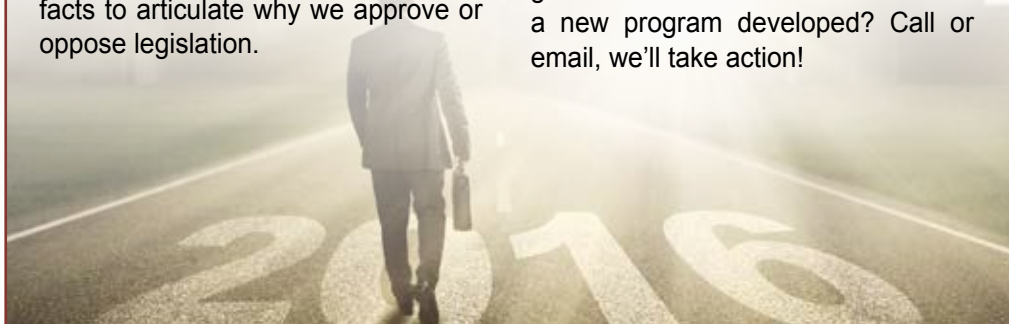
President's Council – meet with ROA Presidents at least 3 times in 2016, gather information on needs and wants, and find ways to provide assistance where needed. A member of the Executive Board will visit each ROA at least twice in 2016 to provide support, problem solving, training and encouragement.

Legislative Issues – develop and maintain stronger and more dynamic interaction with our members to provide rapid information regarding proposed legislation that affects property owners and managers, our members will have the tools and facts to articulate why we approve or oppose legislation.

Education – ORHA will develop at least three new educators, we will be able to provide classes and seminars for every ROA in Oregon, we will assist ROA's to get their designation from the Oregon Real Estate Agency as certified Education Providers.

Forms – All forms will be reviewed for accuracy and ease of use, new forms will be quickly implemented to address changing law, if a law changes a new form will be available by the date the law takes effect.

As I write down these goals, it's acutely clear to me that there is no way I can make this happen by myself. I need your help. Each ROA sends representatives to State Board meetings; these people willingly work as volunteers striving to make ORHA stronger and more relevant to you. Without the commitment of each of them we would be unable to move forward. I'm excited to see how we can meet these goals and the impact ORHA can make for rental owners and managers in 2016. How can you help? Get involved in your local ROA. I'm reminded of a mantra taught to me as a teenager by a woman pastor who was training me, "If you see a problem or a need, it's your job to find a way to fix it". Strong local ROA's make a stronger organization. Together we can meet and even exceed these goals. Have an idea or want to see a new program developed? Call or email, we'll take action!



DO YOU KNOW

Five Qualities Tenants Look For in a Landlord

If you are looking into renting a home or commercial space, there are a lot of hoops you are expected to jump through before you can be seen as a desirable tenant. Background checks, credit checks, references and employment records are just a few of the things that you have to produce in order to secure a quality situation.

While the nature of the transaction means that most of the power will be in the hands of the prospective landlord, experienced renters know that there are qualities to watch for to ensure a good symbiotic relationship.

1. Good Communication

Communication is one of the first things that every renter notices when they approach a housing opportunity. While professional demeanor is crucial, approachability is also a very important factor when considering a landlord. In an extended living situation, you want to know that your concerns, questions and needs are going to be heard and addressed without ambivalence or hostility. Being treated with respect is a high priority.

2. Organization

Applicants that take the trouble to arrive with all of their documents in hand and ready to go should be able to expect the same of their potential landlord. Observing an organized and well-run system where documents and forms are prepared ahead of time and properly filed bodes well for a hassle-free relationship.

3. Reliability

Nothing is more frustrating to a renter than attempting to contact the landlord with a question or maintenance need and being ignored. Calls that are promptly and consistently answered and messages that are returned in a timely manner during the application process are a good indication of future reliability.

4. Reputation

In these days of regular Internet access and information at the touch of a button, people are used to being able to review just about anything before they commit to it.

5. Professionalism

You only get one chance to make a good first impression, and this is certainly true in the renting world. The professionalism with which a landlord presents himself can say almost as much as the actual property tour. Well groomed staff and a clean and organized office space suggest that you are in the hands of a professional business with standards and regulations you can rely on.

Law Changes 2016

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Move-in or move-out fees assessed by homeowner's association pass through (Amendment to ORS 90.302) This change allows landlords to pass through move-in or move-out fees charged to an owner by a homeowner's or condominium association when a resident moves in or out. Landlords are required to have a provision for charging this fee in their written rental agreements, bill the tenant within 30 days of receiving the bill, provide a copy of the invoice from the association, and allow the resident up to 30 days from the date of billing to pay. This change in statute requires that an applicant be notified of this requirement in writing prior to a landlord accepting any money.

Municipal fees and Utilities Pass-Through (Amendment to ORS 90.315)

The revision of this statute allows landlords to assess fees to residents if those fees are charged by a municipality and assessed to a landlord's property for services and resources related to the dwelling unit including the following: street maintenance, transportation improvements, public transit, public safety, parks and open space, or a charge imposed on a landlord by a utility or service provider on behalf of a local government or directly by a local government, not including real property taxes, income taxes, business license fees or dwelling inspection fees. To pass these charges through to your resident, after serving the required 60-day change-in-terms notification, you must: bill your tenant in writing within 30 days of receipt of the provider's bill, itemize the charges clearly, include a copy of the bill or make it available for the resident's review (including by electronic means if allowed by rental agreement), and allow the tenant no less than 30 days to pay. You may not make a current resident responsible for a charge assessed to a previous resident.

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It will be interesting to see what these pass-through charges may encompass and how it will play out in the courtroom for landlords and residents. It may require further clarification in future sessions.

Changes requiring no notice to residents

Ending times of notices (Amendment to ORS 90.160) This change clarifies that notices with end times of 11:59 p.m. are technically correct. There had been some confusion about this as the statutes stated end times of either 11:59 p.m. or midnight (end of day) in various places, prompting one particular judge in Medford to rule in favor of a defendant whose attorney claimed their client was deprived of one minute to cure their non-payment of rent notice, thereby making the notice defective.

Allocation of Tenant Payments (Amendment to ORS 90.220)

This amended statute mandates the following application of tenant payments: 1) outstanding rent from prior months, 2) rent for the current rental period, 3) utility or service charges, 4) late rent fees, 5) other non-compliance fees or charges owed by the tenant under ORS 90.302, and 6) other fees or charges related to damage claims or other claims against the tenant. This provision requires no notification to residents in month-to-month or week-to-week tenancies, and takes effect January 1, 2016 regardless of the order of payments stated in the current rental agreement, but only be in effect for fixed-term lease tenancies entered into or renewed after January 1, 2016.

Landlords who knowingly rent unsafe/illegal dwelling units (Amendment to ORS 90.220)

This amendment clarifies that it is unlawful to rent a unit that does not provide safe egress from sleeping areas in case of fire. Basement units are the most frequently noted to be deficient

in this regard. "A landlord shall at all times during the tenancy maintain a secondary escape route through a window or emergency exit that conforms to applicable law for all designated bedrooms and sleeping places in the dwelling unit." If a landlord violates this requirement, the tenancy may be terminated with 72 hours' notice. The resident may also recover actual damages incurred as a result of the landlord's noncompliance, based on twice the resident's actual damages or twice the monthly rent, whichever is greater. If the landlord cures the violation within 72 hours, the tenancy does not terminate. Additionally, penalties do not apply if the noncompliance was caused by the tenant. For example, the tenant blockades the secondary escape route by installation of an air conditioner or other belongings, or they paint the window shut.

Unauthorized Pet Fees (Amendment to ORS 90.302)

Noncompliance fees increased substantially for residents who keep on the premises an unauthorized pet capable of causing damage. The statute further clarifies that the unauthorized pet must be removed within 48 hours. As with any allowable noncompliance fee (except for late fees, NSF fees, late payment of utility fees, lease-break fees, and smoke or CO alarm tampering fees) the landlord must first issue a written warning, after which they are allowed to charge the fee for each violation for one year from the date of the written warning. Once the year expires, another written warning is required. For other noncompliance fees the allowable charge is capped at \$50 for a second violation and \$50 plus 5% of the rent amount for subsequent violations within that year.

With the pet violation fee, however, the maximum allowable fee is the \$250 per violation. Despite service of a 10-day Pet Violation, a landlord may begin assessing fees 48 hours after the written warning if the pet is not

removed within that time frame and assess repeated fees for every 48-hour period afterwards during which the pet remains on the property. Remember though, the fee is only able to be charged for unauthorized pets on the premises that are "capable of causing damage." If your tenants got some goldfish or a hamster, you may not assess a fee, but instead issue a Notice of Termination with Cause. Also, how this fee would be assessed in relation to a resident who then claims disability status and asserts that the animal is serving a disability-related need, is something that will likely be addressed in the courtroom, so it's also wise to remember that a resident may make a reasonable accommodation request at any time, including during the eviction process.

Failure to clean up waste of service or companion animal (Amendment to ORS 90.302)

This change in statute clarifies a landlord's ability to charge a noncompliance fee for a resident's failure to clean up the waste not only of a pet, but also of a service or aid animal from any portion of the premises other than the dwelling unit.

Charging for damage related to Domestic Violence (Amendment to ORS 90.453)

Victims of domestic violence may not be held responsible for damage caused by their perpetrators, as long as they provide the landlord with verification of the incident(s) of domestic violence by a qualified third party as specified by ORS 90.453(3). Residents are relieved of responsibility for damages by guests if the damage resulted from an incident of domestic violence, sexual assault, or stalking. This change does place an obligation on the part of the victim to provide the landlord a third-party verification that the damage was caused in the above manner. This verification can be in the form of an order of protection, or a written verification from a qualified

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third party. The form of the verification is found in ORS 90.453(3).

Charging for damage that results from acts of God (Amendment to ORS 90.453) Another minor clarification to ORS 90.453 is that a landlord may not charge a tenant for damage that results from acts of God, defined as events outside human control, such as sudden natural disasters for which no one can be held responsible.

Restitution end date (Amendment to ORS 105.159) This amendment clarifies the ending dates of Notices of Restitution following judicial granting of legal possession in an eviction action, and potentially allows residents more than the minimum of four days to vacate after the court issues a judgment for possession to the landlord. If the four-day restitution period expires on a weekend or holiday, the deadline for move out will be extended to the day preceding the next judicial day. That means that a judgment is granted on a Wednesday, Thursday or Friday, the restitution

period remains four days; however, if a judgment is granted on a Monday or Tuesday, the resident will be granted through the following Sunday at 11:59 p.m. or through the end of the day prior to the next judicial day to vacate the premises. Really, it makes sense, because a rental owner can't hire the Sheriff to execute on the restitution unless the Sheriff's office is open.

Tenant's failure to pay money when due, avoiding waiver (Amendment to ORS 90.412) To lawfully terminate a tenancy for cause for unpaid amounts owing for damage to the premises or any other structure on the property, utility charges, fees or deposits, a landlord must first issue a written warning notice. The notice must describe the basis of the claim and the amount of money owed, state that the resident is required to correct the violation by paying the money owed, and state that continued nonpayment of the money owed constitutes a violation that may result in termination of the tenancy. Failure to notify the tenant prior to the acceptance of rent

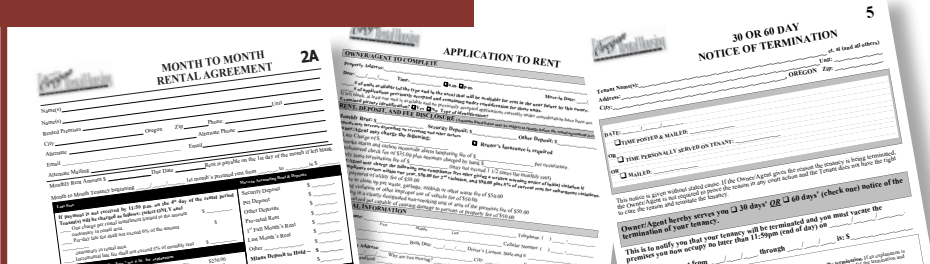
for three separate rental periods or more creates waiver of termination of tenancy based on this noncompliance; however, the money owed remains a charge on the resident's account. For a resident's failure to pay money owed to the landlord, the written warning notice remains effective for 12 months from the date of the resident's failure to pay.

All of the above changes in law do NOT apply to residents with fixed-term leases unless all parties agree in writing to the alterations, or the lease expires and the rental owner provides required notification to the residents of the changes, or a new lease agreement is signed that incorporates the changes.

All relevant ORHA forms have been updated to reflect the above law changes, and are currently available online or at your local office.

This column offers general suggestions only and is no substitute for professional legal assistance. Please consult an attorney for advice related to your specific situation.

FORMS HIGHLIGHT:



ORHA Forms are Available Online!

Oregon Rental Housing Forms are just a click away!

- 1 www.oregonrentalhousing.com
- 2 Click (top right): "Click to Get ORHA Forms Online"
- 3 Input your local association code in the field labeled "Enter Your Member ID" to receive ORHA forms 1/2 PRICE
- 4 Choose a form
- 5 Click on the form
- 6 Input your information
- 7 Click "Generate PDF"
- 8 Click "Check Out" – This will direct you to PayPal
- 9 Follow payment directions. Once complete, PayPal will return to the ORHA Forms page to "Print Link." This link will also be sent to your email address.

Links

<https://www.landlordology.com/symbols-in-craigslist-ads/>

<https://www.landlordology.com/attract-higher-paying-tenant/>

<http://www.rentprep.com/legal/the-top-three-legal-disputes-that-involve-landlords-whether-they-like-it-or-not/>

<http://www.rentprep.com/landlord-tips/recognizing-managing-landlord-stress/>

National Housing Headlines

Government, Kent State Reach Settlement in Therapeutic Support Animals in Student Housing Case

By **Dee Stribling**

Washington, D.C.—The U.S. Department of Justice and Kent State University have reached a \$145,000 settlement over claims of discrimination under the Fair Housing Act. As part of the settlement, Kent State agreed to pay \$100,000 to two former students denied to keep emotional support dogs in their university apartments; \$30,000 to the fair housing organization that advocated on behalf of them; and \$15,000 to the United States.

The university also agreed to adopt a housing policy allowing students with psychological disabilities to keep therapeutic support animals in university housing. The settlement agreement is currently awaiting court approval.

In 2014, DOJ initiated a lawsuit against the university and four of its employees, asserting disability discrimination for denying a student—who was suffering from a psychological disability—and her husband permission to keep an emotional support dog in their university-operated student apartment.

The plaintiffs in the case filed a fair housing discrimination complaint with HUD, along with the Fair Housing Advocates Association in Akron, Ohio, in 2010. The case was then referred to DOJ.

Under the Americans with Disabilities Act, housing owners must reasonably accommodate trained service dogs, but aren't required to permit other animals or untrained comfort dogs. The FHA, on the other hand, includes broader reasonable accommodation rules that include any kind of animal, whether trained or not, including those providing comfort or therapy.

Previously, Kent State didn't allow students to live with untrained assistance animals in university-owned student housing, and in fact didn't allow for any pets other than fish. University's policy, in line with the ADA, did provide exceptions for service dogs.

The student and her husband requested permission for an emotional support animal, following the recommendation of the University Health Services psychologist caring for her. University officials denied the request, which prompted the

student and her husband to move out of their university-operated housing.

The U.S. District Court for the Northern District of Ohio ruled in the case that the definition of "dwelling" included student housing, which meant the FHA applied for purposes of determining whether to allow a comfort animal. The court found that the school's policy was too narrow and needed to be expanded to include the broader definition of assistance animals under the FHA.

"Providers of on-campus housing have the same obligation to comply with the Fair Housing Act as other housing providers," said Gustavo Velasquez, HUD's Assistant Secretary for Fair Housing and Equal Opportunity. The "settlement reinforces the ongoing commitment of HUD and the Justice Department to ensuring that individuals with disabilities are granted the accommodations they need to perform daily life functions."

Oregon Legislative Update

By **Jim Straub**, ORHA Legislative Director



The next Oregon Legislative Session is set to begin on February 1st, and we can expect many bills to be submitted on February 2nd. Among those bills we anticipate is a housing bill sponsored by Speaker of the House Tina Kotek to address housing concerns that many have called a "Renters' State of Emergency". Speaker Kotek invited landlord and tenant advocates, including myself, to participate in developing a bill that will address housing concerns and yet fairly represent both landlord and tenant interests. We are meeting regularly now to discuss the development of that bill, and I expect to have more specific information for our members after February 2nd. Look for my next ORHA Legislative Update for more information. In the meantime, should you have questions or concerns, be sure to contact your local chapter's ORHA representative.

oregonrentalhousing.com

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