

**30.01.085 Portland Renter Additional Protections.**

F. A Landlord may not require as a condition of move-in, an amount greater than 2 times the Rent, including, but not limited to, first month's Rent, last month's Rent, and security deposit. An additional \$200 may be charged as a pet deposit per animal s in the Dwelling Unit for which a pet deposit may be charged. To the extent that a Landlord requires a pet deposit, the Landlord shall allow the Tenant three months to pay such amount. This Subsection does not apply to providers of affordable housing that receive a public subsidy to provide such affordable housing.

G. To the extent that a Landlord withholds an amount from a security deposit to repair damages, such withheld amount may not be greater than what the Landlord reasonably incurs to repair damages to the premises beyond ordinary wear and tear. For purposes of this Subsection, "ordinary wear and tear" means deterioration that occurs without deliberate or negligent destruction, damage, or removal of any part of the premises, equipment, furnishings or appliances by the Tenant, a member of the Tenant household or other persons on the premises with the Tenant's consent. To charge for carpets, a Landlord must take into consideration the cost only of the contiguous area where the carpet is required to be replaced due to damage, and may not take into consideration the original expense of the carpet for the entire Dwelling Unit. A Landlord may not charge for interior painting of a residence, except what is necessary to repair specific damage made to a wall beyond ordinary wear and tear and to repaint walls that were painted by the Tenant without permission. Basic cleaning is presumed to be ordinary wear and tear and nothing in this Subsection shall be construed to mean that a Landlord may charge for cleaning costs that do not address damage or filth beyond ordinary wear and tear.

A Landlord can only charge the depreciated value of a damaged item, and may not charge any amount after the item's life span value has expired. A Landlord must be able to prove the original date and price of purchase of any item they intend to withhold any security deposit for. If a Landlord cannot provide proof in any form, it will be assumed that the item's life span has expired and any damages incurred cannot be charged to the security deposit.

To determine the depreciated value of a damaged item, a Landlord must calculate the expense evenly over the life span of the item by dividing the initial cost of the item by the years of life span, and subtract that number from the number of years since the item was originally purchased. The following items have life spans as follows: carpet (7yrs), refrigerator (15yrs), oven/range/cooktop (15yrs), dishwasher (10yrs), bathtub/shower (20yrs), toilet (20yrs), clothes washer/dryer (13yrs), vinyl/tile flooring (15yrs), wallpaper (7yrs), window screens (30yrs),

window blinds (10yrs), interior doors (20yrs), screen door/sliding glass door (20yrs), garage door (35yrs).

Within one week of move-in, a Tenant will complete and submit to the Landlord, a condition report (on a form provided by the Landlord) noting any and all damage in the Dwelling Unit (the "Condition Report"). Within one week of move-out, the Landlord shall conduct a walk-through of the Dwelling Unit to document damage beyond ordinary wear and tear not noted on the Condition Report (the "Final Inspection"). A Tenant, and/or the Tenant's representative, has the right to be present for the Final Inspection, but may choose not to participate. A Landlord may not charge for damage noted on the Condition Report. Any damage for which a Landlord intends to withhold a portion of a Tenant's security deposit must be documented in writing and visual damage must be documented in photographs and provided to the Tenant contemporaneous with the written accounting required under ORS 90.300. To the extent that a Landlord seeks to charge labor costs to a Tenant, the Landlord must provide three (3) independent quotes for the scope of work and charge the Tenant no more than the lowest quote.

**H.** Within 2 weeks of receipt of a security deposit, a Landlord must deposit the money in a separate checking, savings, money market, or client trust account and provide the bank institution name and account number in writing to the Tenant. If the account bears interest, the Landlord is required to pay such interest in full to the Tenant upon move-out unless it is used to cover any claims for damage. The Landlord must provide an annual receipt of the account and any interest earned to the Tenant based on date of tenancy or on a pre-determined annual date, whichever is agreed upon by both parties on move-in. A Landlord may pool multiple security deposits in a single account so long as the account is separate from the Landlord's personal funds, is not accessed except to deposit and withdraw Tenant deposits, and Landlord can provide an individual accounting of each Tenant deposit and the interest earned thereon. A landlord shall have six (6) months from the effective date of this Subsection to comply with the requirements of this Subsection.

**Still working on:**

Damages clause

Mediation requirement

Notice of rights requirement