

F. A Landlord may not require as a condition of move-in, an amount greater than 2.5 times the Rent, including, but not limited to, first month's Rent, last month's Rent, and security deposit. A Landlord may not charge more than 10% of the Rent per animal for a Pet Deposit upon move-in. This Subsection does not apply to providers of affordable housing that receive a public subsidy to provide such affordable housing.

G. A Landlord may not claim or withhold from any security deposit any sum 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 negligence, carelessness or abuse 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. For purposes of this Subsection, capitalized terms have the meaning set forth in the Residential Landlord and Tenant Act.

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 life span of any item they intend to withhold any security deposit for. If a Landlord cannot prove when the item was purchased, it will be assumed that the item's life span has expired and any damages incurred cannot be charged to the security deposit.

A Landlord is required to repaint interior walls after 5 years, in between tenancies. A Landlord may not charge for interior painting of a residence, beyond what is necessary to repair specific damage made to a wall beyond normal wear and tear.

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 (20 yrs), 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). To charge for carpets, a Landlord must take into consideration the cost only of the 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 residence.

Within one week of move-in and one week of move-out, a Landlord must conduct a walk-through of the residence to document existing damage. A tenant has the right to be present for both walk-throughs, but may opt out if they choose. Any damage noted by the Landlord that they intend to charge to the security deposit must be documented in writing via a walk-through form and in photographs and provided to the tenant at the same time as the mandatory itemized notice as prescribed by state law.

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 in the City of Portland 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 that interest in full to the tenant upon move-out unless it is used to cover any damage claims. 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 as 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 individual accounting of tenant deposit and interest earned to each tenant.