

Policy Questions	Sorting Rationale	Feedback for City Council
<p>1. In response to claims that the relocation assistance requirement (1) has a more substantial impact on smaller landlords; (2) that owners are selling rental units or removing them from the rental stock; (3) that owners are not buying rental units; or (4) that 9.9% rent increases are occurring, should the City make additional changes to reduce this impact (lower relocation assistance payments, higher rent increase threshold, more exemptions, etc.)?</p>	<p>Unintended consequence of ordinance</p>	<p><i>Long-term Policy Question:</i> Given the short time frame between when technical changes to code will occur (early May) and the current sunset on mandatory relocation assistance, these policy questions would take time to review, substantiate, and develop policy options. City Council members would then need to individually determine their position, and a consensus reached on the City's policy direction.</p>
<p>2. Should the City inform renters that relocation assistance payments could create an income tax obligation for a renter, or make a renter fall out of eligibility for social service benefits?</p>	<p>Unintended consequence of ordinance</p>	<p><i>Short-term Policy Question:</i> The City currently has no role in administering the mandatory relocation assistance requirement. To address this issue City Council would need to direct the Housing Bureau to produce and distribute informational materials to the public.</p>
<p>3. Should the City require renters to complete a W-9, when requested, to be eligible for relocation assistance?</p>	<p>Unintended consequence of ordinance</p>	<p><i>Short-term Policy Question:</i> City Council could amend the ordinance in the short term to add this requirement, but Housing Bureau staff are unable to determine the impact of this requirement on vulnerable community members.</p>
<p>4. In response to concerns that if there is a requirement to complete a W-9 there may be harmful impacts on undocumented communities, how will the City address this?</p>	<p>Unintended consequence of ordinance</p>	<p><i>Long-term Policy Question:</i> If directed to by City Council, the Housing Bureau can investigate this question, but would likely need several months to determine the potential impact and mitigation options.</p>
<p>5. In response to claims that displacement is the result of individuals selling rental property to new owners, or developers, and not existing long-time owners, should the city require the relocation assistance requirement be paid by developers or recent purchasers of rental housing?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Long-term Policy Question:</i> Given the complicated nature of such a requirement, this change would not be possible in the short term, but could be researched as a policy option in the future.</p>
<p>6. Should the City add more specificity to the timing or size of relocation assistance payments (for example, specifying that payments must occur in one lump sum or that installment payments are acceptable)?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> City Council could amend the ordinance in the short term to add this requirement.</p>
<p>7. Should the City require or allow the use of an escrow account to hold the relocation assistance until the renter and landlord have met their respective obligations?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Long-term Policy Question:</i> This issue cannot be addressed in the short term because the timeframe required for developing, adopting, and implementing an escrow process requirement would likely extend close to the current sunset on mandatory relocation assistance.</p>
<p>8. Should the City provide education and information services to owners of rental property who may be unaware if they are obligated to pay relocation assistance?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> The City currently has no role in administering the mandatory relocation assistance requirement. To address this issue City Council would need to direct the Housing Bureau to produce and distribute informational materials to the public.</p>
<p>9. In response to concerns about the mismatch in timing between the 90-day notice for terminating a no cause tenancy, and the 60-day occupancy FHA rule for an owner selling a rental property, will changes be made to notice requirements to address this?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Long-term Policy Question:</i> This issue is broader than mandatory relocation assistance, as it relates to both notice and relocation assistance requirements.</p>

<p><b>10.</b> Should the City do outreach to culturally-specific, language-specific and immigrant/refugee-specific organizations to assist these communities in their understanding and utilization of the relocation assistance policy?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> The City currently has no role in administering the mandatory relocation assistance requirement. To address this issue City Council would need to direct the Housing Bureau to produce and distribute informational materials to the public.</p>
<p><b>11.</b> Should the City impose area median income based eligibility restrictions on renters seeking access to relocation assistance?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> City Council could amend the ordinance in the short term to add this requirement.</p>
<p><b>12.</b> Should the City extend the year-cap on how long a landlord may rent their primary residence and be exempt from paying relocation assistance (currently up to 3 years)?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> City Council could amend the ordinance in the short term to adjust this exemption.</p>
<p><b>13.</b> Should the City provide a hardship assessment and waiver for landlords unable to pay relocation assistance?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Long-term Policy Question:</i> This issue cannot be addressed in the short term because the timeframe required for developing, adopting, and implementing a hardship waiver process would likely extend close to the current sunset on mandatory relocation assistance.</p>
<p><b>14.</b> Should the City extend the amount of time allotted to renters to notice their landlords about their intent to terminate the tenancy due to rent increase, as well as the amount of time allotted to landlords to pay tenants relocation assistance (currently 14 days)?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> City Council could amend the ordinance in the short term to add this requirement. Both renters and landlords have indicated longer timeframes are needed.</p>
<p><b>15.</b> Should the City allow Relocation Assistance to be withheld from the renter and used by the landlord to repair damages whose cost surpass the cost covered by the renter's security deposit?</p>	<p>Outside the scope of the ordinance</p>	<p><i>Short-term Policy Question:</i> City Council could amend the ordinance in the short term to add this requirement.</p>

Technical Questions	Sorting Rationale	Feedback for City Council
<p>1. Landlord defined in ORS Chapter 90: “Landlord” means the owner, lessor or sublessor of the dwelling unit or the building or premises of which it is a part. “Landlord” includes a person who is authorized by the owner, lessor or sublessor to manage the premises or to enter into a rental agreement.</p> <p>i. Is there a City Code definition of landlord, or change to the Title 30 exemptions, that would still exempt an owner of a single dwelling unit to be exempted from the requirement in the event they authorize a property management firm to lease out the rental unit?</p>	<p>Definition needed</p>	<p><b>Code Change:</b> A local definition of landlord, for the purposes of mandatory relocation assistance, will be drafted and recommended.</p>
<p>2. Tenant defined in ORS Chapter 90: “Tenant”: (a) Except as provided in paragraph (b) of this subsection: (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public housing authority. (B) Means a minor, as defined and provided for in ORS 109.697. (b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a residence a manufactured dwelling or a floating home in a facility and persons residing with that tenant under the terms of the rental agreement. (c) Does not mean a guest or temporary occupant.</p> <p>i. In the event there are multiple individuals listed on the rental agreement, does each individual receive relocation assistance under Title 30, and if so, is this the intent of the policy, and if not, how can Title 30 be amended to require only one allotment of relocation assistance per rental agreement?</p> <p>ii. In the event a tenant is authorized to sub-lease the rental unit for a period of time, does Title 30 require relocation assistance by the tenant to their sublessor, and if so, is this the intent of the policy. If not, how can Title 30 be amended to create an exemption for this circumstance?</p>	<p>Definition needed</p>	<p><b>Code Change:</b> A local definition will be drafted and recommended clarifying that the mandatory relocation assistance requirement is per dwelling unit, not individual.</p>

<p>3. ORS Chapter 90 does not apply to the following circumstances: <i>90.110 Exclusions from application of this chapter. Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter: (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service, but not including residence in off-campus nondormitory housing. (2) Occupancy of a dwelling unit for no more than 90 days by a purchaser prior to the scheduled closing of a real estate sale or by a seller following the closing of a sale, in either case as permitted under the terms of an agreement for sale of a dwelling unit or the property of which it is a part. The occupancy by a purchaser or seller described in this subsection may be terminated only pursuant to ORS 91.130. A tenant who holds but has not exercised an option to purchase the dwelling unit is not a purchaser for purposes of this subsection. (3) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization. (4) Transient occupancy in a hotel or motel. (5) Occupancy by a squatter. (6) Vacation occupancy. (7) Occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises. However, the occupancy by an employee as described in this subsection may be terminated only pursuant to ORS 91.120. (8) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative. (9) Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.</i></p> <p>i. Which of these circumstances would require relocation assistance, and for these circumstances is this the intent of the policy, and if not, how can Title 30 be amended to add these exemptions?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> The Portland Renter Additional Protections set forth in Title 30 apply to “Tenants that have a Rental Agreement for a Dwelling Unit covered by the [Residential Landlord and Tenant] Act.” To the extent that certain tenancies are exempt under the Act, they are likewise not subject to PCC 30.085.</p>
<p>4. How is the term <i>substantially the same terms</i> in City Code 30.01.085B defined?</p>	<p>Definition needed</p>	<p><b>Code Change:</b> A local definition will be drafted to clarify that an agreement not on substantially the same terms is one that includes a change in the Rental Agreement that makes continuing the tenancy on such new terms a displacing event.</p>
<p>5. What defines the beginning of the 12-month period for calculating the 10% rent increase, the adoption of the ordinance or the last rent-increase issued?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> The last rent increase issued.</p>
<p>6. What defines a bedroom, for the purposes of calculating the level of relocation assistance?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> Legal definition of bedrooms are in PCC Title 29.</p>

<p>7. In City Code 30.01.085C extended notice is required for increases to <i>Rent or Associated Housing Costs</i>, while relocation assistance requirements are only required for increases in <i>Rent</i>. Is this the intent of the policy, and if not, can ‘<i>or associated housing costs</i>’ be added?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> The intent is to only apply to rent increases.</p>
<p>8. If associated housing costs are increased outside of the control of the landlord (changes in water/sewer/garbage rates, etc.), can the increase trigger a relocation assistance option?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> This scenario would not be the landlord increasing rent.</p>
<p>9. If a renter chooses to purchase additional services with a monthly cost (getting a pet which has a pet fee, renting an additional parking stall or storage space, etc.) would the increase in rent, if 10% or greater, trigger a relocation assistance option for the renter given language in City Code 30.01.085C specifying <i>A landlord may not increase a Tenant’s Rent or Associated Housing Costs</i>?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> This scenario would not be the landlord increasing rent.</p>
<p>10. If a renter received concessions in 2016 (two months free rent), does the requirement to pay 12 months of rent in 2017 trigger an increase in the <i>Tenant’s Rent or Associated Housing Costs</i> under current City Code, thus trigger a relocation assistance option?</p>	<p>Jurisdictional question</p>	<p><b>No Action:</b> Private parties need to determine how to comply with the Code in this scenario.</p>
<p>11. Given that landlords of government subsidized housing are not in charge of setting rent levels, and thus are not increasing or decreasing rents directly, is government subsidized housing exempt from the relocation assistance requirement as a result of changes in rent and associated housing costs?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> Government subsidized housing is subject to the mandatory relocation assistance requirement.</p>
<p>12. Are renters who are evicted from government subsidized housing for being over-income eligible to receive relocation assistance if the household began leasing the unit as an income restricted unit?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> Such tenants are neither being evicted without cause nor receiving an increase in rent.</p>
<p>13. Are renters who are evicted from government subsidized housing for being over-income eligible to receive relocation assistance if the household began leasing the unit before it became an income restricted unit (prior to an acquisition)? If so, if the renter is receiving relocation assistance under federal requirements of the uniform relocation act, and the relocation assistance is greater than the amount required by the city, do the federally required payments fulfill the local obligation?</p>	<p>Clarification needed</p>	<p><b>Clarification:</b> Such tenants are neither being evicted without cause nor receiving an increase in rent.</p>
<p>14. How do the relocation assistance timing and process requirements reconcile in the event of a lawsuit (If the landlord and/or tenant file a lawsuit with regard to a for cause eviction)?</p>	<p>Jurisdictional question</p>	<p><b>No Action:</b> Timing and process requirement will need to be adjudicated by the Court as a part of a legal proceeding.</p>

<p>15. In the event a landlord evicts a renter or increases housing costs 10% or above, where subsequently the renter requests and receives relocation assistance, can either party rescind their decision upon mutual consent, and if so, should a timeframe for the repayment of relocation assistance from the renter to the landlord be defined in City Code?</p>	<p>Jurisdictional question</p>	<p><i>No Action:</i> Considering that such arrangement is based on “mutual consent”, the private parties should determine such timeframes.</p>
<p>16. If a ‘no-cause’ eviction is issued and during the notice window the landlord changes the eviction into a ‘for-cause’ (due to the tenant’s failure to pay rent, or a crime on the premises), is the tenant owed relocation assistance?</p>	<p>Jurisdictional question</p>	<p><i>No Action:</i> Mandatory relocation assistance is required only for non-for cause reasons. To the extent there are legal disputes, they will need to be adjudicated by the Court as a part of a legal proceeding.</p>
<p>17. A single owner using multiple LLCs as separate entities appears to exempt from the owner from the relocation assistance requirement, how can this be prevented in City Code?</p>	<p>Addition needed</p>	<p><i>Code Change:</i> Amendments will be developed, coordinated with the local definition of landlord, to address this issue.</p>
<p>18. What does it mean to be ‘renting out a unit’ to a tenant, for example if a landlord has a duplex where only one unit is occupied can the landlord offer to transfer a tenant to the other unit without paying relocation assistance, or evict/increase rent 10% or greater without paying relocation assistance?</p>	<p>Jurisdictional question</p>	<p><i>No Action:</i> Private parties need to determine how to comply with the Code in this scenario.</p>
<p>19. City Code 30.01.085 does not authorize damages for landlords should a tenant not fulfil their obligations, can this be clarified?</p>	<p>Addition needed</p>	<p><i>Code Change:</i> Amendments will be developed to clarify the damages extend to both parties.</p>
<p>20. If a tenant is issued a ‘no-cause’ eviction and decides to challenge it in court (due to suspicions of retaliation or discrimination) how does this affect the timing of the relocation assistance process?</p>	<p>Jurisdictional question</p>	<p><i>No Action:</i> Timing and process requirements will need to be adjudicated by the Court as a part of a legal proceeding.</p>
<p>21. How can we mitigate the potential obstacles to renters due to the taxable nature of the relocation assistance payments? Landlords must file a 1099 tax form for their relocation assistance payments due to the size of the payments. When a 1099 is filed by the landlord, a W-9 is issued to a tenant. This poses a series of issues namely:</p> <ul style="list-style-type: none"> <li>a. The W-9 is sent to the last known address of the tenant (i.e. the address of the unit they are moving from)</li> <li>b. Failure to receive this form and correctly document this tax information could affect a tenant’s credit etc.</li> <li>c. Tax forms require a social security number or other kinds of approved identification that may prove difficult for immigrant, refugee, and undocumented populations</li> <li>d. The relocation assistance payment could count as income for a tenant thereby shifting a tenant’s claimed income and subsequent eligibility for various benefits</li> </ul>	<p>Jurisdictional question</p>	<p><i>No Action:</i> Private parties need to determine how to comply with the Code in this scenario and should consult with a tax professional.</p>