

ORDINANCE No. **1 8 8 8 4 9 As Amended**

*Amend to make permanent the mandatory relocation assistance for involuntary displacement of tenants under Affordable Housing Preservation and Portland Renter Protections (Ordinance; amend Code Section 30.01.085)

The City of Portland ordains:

Section 1. The Council finds:

1. In February 2017, the Council passed an amendment to the Affordable Housing Preservation and Portland Renter Protections code via Ordinance 188219 that added mandatory relocation assistance for involuntary displacement of tenants.
2. The mandatory relocation assistance policy came as a response to Portland's shortage of rental housing, continued rent increases of 10 or more percent, and concern over the displacement of residents living in Portland.
3. The Council also directed the Housing Bureau to assemble a stakeholder technical advisory group to address technical concerns with the mandatory relocation assistance policy brought to light during the hearing for this policy. The Housing Bureau and technical advisory group was further tasked with reviewing the short-term policy for long-term policy options for the City of Portland.
4. The relocation assistance policy was amended via Ordinance 188519 in July 2017 to include various technical changes proposed by the technical advisory group.
5. The relocation assistance policy was again amended via Ordinance 18628 to decouple the sunset of the policy from the October 2017 expiration of the state of housing emergency and extended the policy until April 2018.

NOW THEREFORE, the Council directs:

- a) City Code Chapter 30.01 Affordable Housing Preservation and Renter Protections is hereby amended to capture changes to the relocation assistance policy under the Portland Renter Protections since its February 2017 inception with precision and clarity; and to extend the policy in perpetuity as provided in Exhibit A, attached hereto.
- b) Notwithstanding Portland Policy Document HOU-5.01, the Housing Bureau shall immediately develop and enact interim administrative rules to carry out and administer the provisions in City Code Section 30.01.085.

- c) If any portion of this Ordinance or the relocation assistance is ruled invalid, void or illegal by an order of the court, the remainder of this Ordinance and the relocation assistance shall remain in full force and effect.

Section 2. Council declares that an emergency exists to avoid any gap in regulatory oversight; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

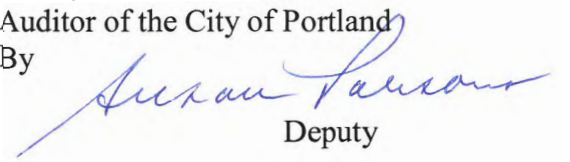
Passed by the Council: MAR 07 2018

Mayor Ted Wheeler
Prepared by: Victoria James
Date Prepared: January 9, 2018

Mary Hull Caballero

Auditor of the City of Portland

By

A handwritten signature in blue ink, appearing to read "Susan Parsons", is written over a light blue rectangular background.

Deputy

30.01.085 Portland Renter Additional Protections.

(Added by Ordinance No. 187380; amended by Ordinance Nos. 188219, 188519, 188558 and 188628, effective October 4, 2017.)

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 Rental Agreement for a Dwelling Unit covered by 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 Rental Agreement without a cause specified in the Act only by delivering a written notice of termination (the "Termination Notice") to the Tenant 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 Rental Agreement, whichever is longer. Not less than 45 days prior to the termination date provided in the Termination Notice, a Landlord shall pay to the Tenant, 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 Dwelling Unit and \$4,500 for a three-bedroom or larger Dwelling Unit. ~~The requirements of this Subsection do not apply to Rental Agreements for week-to-week tenancies or to Tenants that occupy the same Dwelling Unit as the Landlord. The requirements of this Subsection that pertain to Relocation Assistance do not apply to a Landlord that has an ownership interest, regardless of form, in only one Dwelling Unit that is subject to the Act in the City of Portland, or to a Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years. A Landlord that authorizes a property manager that is subject to, and manages property in accordance with ORS 696, to manage only one Dwelling Unit, does not waive the foregoing exemption as a result of the collective number of Dwelling Units managed by such a property manager. For purposes of the exception provided in this Subsection, "Dwelling Unit" is defined by PCC 33.910, and not by ORS 90.100. 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 Unit, not per individual Tenant. In the event that a Landlord is selling a Dwelling Unit to a buyer that is required to take occupancy of the Dwelling Unit within 60-days of closing as condition of the buyer's federal mortgage financing, then the notice period for the Termination Notice will be adjusted to accommodate the federal 60-day occupancy requirement so long as the Landlord pays the Tenant the required amount of Relocation Assistance prior to the termination date.~~

C. A Landlord may not increase a Tenant's Rent or Associated Housing Costs by 5 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 ~~r~~ Rent increase; or (b) the time period designated in the Rental Agreement, whichever is longer. The Increase Notice ~~Such 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 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 unit. After the Tenant receives the Relocation Assistance from the Landlord, the Tenant shall have 6 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 Unit and, subject to the Act, 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 Unit; or (ii) provide the Landlord with a notice to terminate the Rental Agreement in accordance with the Act (the "Termination Notice"). In the event that the Tenant has not repaid the Relocation Assistance to the Landlord or provided the Landlord with the Termination Notice on or before the expiration of the Relocation Period, the Tenant shall be in violation of this Subsection. ~~The foregoing terms and conditions regarding the Tenant's rights and obligations regarding the Relocation Assistance shall be included with the Landlord's payment of Relocation Assistance to the Tenant.~~ 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 do not apply to Rental Agreements for week-to-week tenancies or to Tenants that occupy the same Dwelling Unit, as defined in Subsection B. of this Section, as the Landlord. The requirements of this Subsection that pertain to Relocation Assistance do not apply to a Landlord that has an ownership interest, regardless of form, in only one Dwelling Unit that is subject to the Act in the City of Portland, or to a Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years. A Landlord that authorizes a property manager that is subject to, and manages property in accordance with ORS 696, to manage only one Dwelling Unit, does not waive the foregoing exemptions a result of the collective number of Dwelling Units managed by such a property manager. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant. For purposes of this Subsection, a Tenant may only receive and retain Relocation Assistance once per tenancy per Dwelling Unit.

D. A Landlord shall include a description of a Tenant's rights and obligations and the eligible amount of Relocation Assistance under this Section 30.10.085 with each and any Termination Notice, Increase Notice, and Relocation Assistance payment.

E. A Landlord shall provide notice to PHB of all payments to Tenants of Relocation Assistance within 30 days of making such payments. This Subsection shall be effective beginning May 1, 2018.

F. For the purposes of this Section 30.10.085, the expiration of Rent concessions is not considered a substantial change to a Rental Agreement.

G. After a Landlord completes and submits the required exemption reporting forms to PHB, the provisions of this Section 30.10.085 that pertain to Relocation Assistance do not apply to the following:

1. Rental Agreements for week-to-week tenancies;
2. Tenants that occupy the same Dwelling Unit as the Landlord;
3. Tenants that occupy one Dwelling Unit in a Duplex where the Landlord's principal residence is the second Dwelling Unit in the same Duplex;
4. Tenants that occupy an Accessory Dwelling Unit that is subject to the Act in the City of Portland so long as the owner of the Accessory Dwelling Unit lives on the site;
5. a Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years;
6. a Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence due to active duty military service;
7. a Dwelling Unit where the Landlord is terminating the Rental Agreement in order for an immediate family member to occupy the Dwelling Unit;
8. a Dwelling Unit regulated as affordable housing by a federal, state or local government for a period of at least 60 years;
9. a Dwelling Unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
10. a Dwelling Unit rendered uninhabitable not due to the action or inaction of a Landlord or Tenant;
11. a Dwelling Unit rented for less than 6 months with appropriate verification of the submission of a demolition permit prior to the Tenant renting the Dwelling Unit.
12. a Dwelling Unit where the Landlord has provided a fixed term tenancy and notified the Tenant prior to occupancy, of the Landlord's intent to sell or permanently convert the Dwelling Unit to a use other than as a Dwelling Unit subject to the Act.

A Landlord that authorizes a property manager that is subject to, and manages property in accordance with ORS 696, to manage only one Dwelling Unit, does not waive the one Dwelling Unit exemption as a result of the collective number of Dwelling Units managed by such a property manager. For purposes of the exemptions provided in this Subsection, "Dwelling Unit" is defined by PCC 33.910, and not by ORS 90.100. For purposes of the exemptions provided in this Subsection, "Accessory Dwelling Unit" is defined by PCC 33.205. For purposes of the exemptions provided in this Subsection, "Duplex" is defined by PCC 33.910.

H.D. A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.085 shall be liable to the Tenant for an amount up to 3 times the monthly months Rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs (collectively, "Damages"). Any Tenant claiming to be aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

I. 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 30.01.085.

~~E. The provisions of this Section 30.01.085 concerning Relocation Assistance shall be in effect through April 6, 2018, and shall apply to all notices of termination and to all notices of increases of a Tenant's Rent or Associated Housing Costs pending as of the effective date of those provisions, subject to the following provisions:~~

~~1. If, as of the effective date of the Relocation Assistance provisions of this Section, a Landlord has given notice of termination, but the termination has not yet occurred, the Landlord, within 30 days of the effective date of these provisions, either shall notify the Tenant in writing that the Landlord has rescinded the notice of termination, or shall pay the Relocation Assistance provided for in Subsection B. of this Section.~~

~~2. If, as of the effective date of the Relocation Assistance provisions of this Section, a Landlord has given notice of an increase of a Tenant's Rent or Associated Housing Costs that triggers the obligation to pay Relocation Assistance under Subsection C. of this Section, the Tenant shall have the right, within 14 days of the effective date, to notify the Landlord that the Tenant is terminating the Rental Agreement, and the Landlord shall have 14 days thereafter within which to give written notice to the Tenant either that the Landlord has rescinded the increase or has reduced it below the level that triggers the obligation to pay Relocation Assistance, or, in the alternative, to pay the Relocation Assistance.~~

Agenda No.
ORDINANCE NO. 188849 As Amended
Title

*Amend to make permanent the mandatory relocation assistance for involuntary displacement of tenants under Affordable Housing Preservation and Portland Renter Protections (Ordinance; amend Code Section 30.01.085)

INTRODUCED BY Commissioner/Auditor: Mayor Ted Wheeler	CLERK USE: DATE FILED <u>FEB 20 2018</u>
COMMISSIONER APPROVAL Mayor—Finance & Administration - Wheeler <i>kw</i>	Mary Hull Caballero Auditor of the City of Portland
Position 1/Utilities - Fritz	By: <u><i>Paul</i></u> Deputy
Position 2/Works - Fish	
Position 3/Affairs - Saltzman	
Position 4/Safety - Eudaly	
BUREAU APPROVAL Bureau: Portland Housing Bureau Bureau Head: Shannon Callahan <i>SC</i>	ACTION TAKEN: FEB 28 2018 CONTINUED TO MAR 07 2018 9:30 AM
Prepared by: Victoria James Date Prepared: January 9, 2018	
Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/>	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
City Auditor Office Approval: required for Code Ordinances <i>Tom</i>	
City Attorney Approval: required for contract, code, easement, franchise, comp plan, charter <i>[Signature]</i>	
Council Meeting Date February 28, 2018	

AGENDA
TIME CERTAIN <input checked="" type="checkbox"/> Start time: 3:00 pm
Total amount of time needed: 3 Hours (for presentation, testimony and discussion)
CONSENT <input type="checkbox"/>
REGULAR <input type="checkbox"/>
Total amount of time needed: _____ (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	1. Fritz <input checked="" type="checkbox"/>	
2. Fish	2. Fish <input checked="" type="checkbox"/>	
3. Saltzman	3. Saltzman <input checked="" type="checkbox"/>	
4. Eudaly	4. Eudaly <input checked="" type="checkbox"/>	
Wheeler	Wheeler <input checked="" type="checkbox"/>	