

Security Deposit Action Items- Eudaly Response, July 17, 2018

Define structural and non-structural items.

This is the mayor's addition to the policy and we will defer to them on the suggested amendment.

Clarify what/who determines the length of time for paying in installments.

Already defined as "if requested by the Tenant" but for additional clarity, changed language to "and in amounts as requested by the Tenant".

Clarify "a month's Rent" for the security deposit cap.

"Rent" is already defined (and referenced) in the state code: "Rent" means any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees or utility or service charges as described in ORS [90.315 \(Utility or service payments\)](#) (4) and [90.532 \(Billing methods for utility or service charges\)](#).

Amended to say, "current stated rent" for additional clarification.

Remove reference to first month's rent. The security deposit cap amount should be determined by if prepaid rent for the last month is required.

Amended as suggested.

Clarify contiguous area for carpet.

Will follow up with city attorney re: definitions.

Define basic cleaning and filth.

Will follow up with city attorney re: definitions.

Modify the depreciation table. Sub-standard appliances don't last 27 years, which could disproportionately impact low-income tenants.

This is the mayor's addition to the policy and we will defer to them on the suggested amendment.

Concern around requiring landlords to maintain documents going back 27 years.

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Add to ordinary wear and tear, that it will include wear and tear caused by something related to a tenant's disability.

Will follow up with city attorney.

Add that ordinary wear and tear for households with pets or children should include ordinary wear and tear for them.

This may be in contradiction with state law and creates a different set of standards based on family size. Our office is not interested in this amendment at this time.

Concern around defining ordinary wear and tear excessively, which could potentially violate Fair Housing law.

Will follow up with city attorney

Modify Condition Reports to account for when property managers correct deficiencies identified in the move-in report.

Amended as suggested.

Concern that requiring landlords to serve as their own collections agency is unusual.

If there is a better way to ensure tenants get adequate time to pay their debts to empower them to follow through, we are open to suggestions.

Clarify that damage related to a modification for a tenant's disability can be charged, but damage related to an accommodation for a tenant's disability cannot be charged.

Amended as suggested

Modify payment of interest from interest-bearing accounts should allow for the landlord to deduct account-associated fees or maintenance costs.

Amended as suggested

Modify that in the event a tenant does not complete a Condition Report, and the landlord completes the report, the landlord shall complete a Condition Report and provide a copy to the tenant.

It already says that exactly

Add that a landlord shall give adequate notice to the tenant of when the final walk-through inspection will occur.

Amended as suggested

Add that the landlord shall provide a condition report to the tenant for them to complete, along with instructions describing the condition report process.

The landlord is already required to provide the report. As there is no "condition report process", we hesitate to add additional regulation that may add more confusion than clarity.

Modify to allow landlords to conduct a condition report prior to move-in to assess before possible move-in related damages.

This seems unwieldy for the Tenant. Instead, we amended to state that either party can note their disagreement for any damage noted on the condition report. This, in combination with the photograph requirements, should help minimize conflicts after the fact.

Add existing federal language about reasonable accommodations that relate to modifications vs accommodations for their effect on security deposit to maintain legal consistency.

Will follow up with city attorney