

Application and Screening Rules	A. Definitions	Testimony/Comments Received	Policy Response/Staff Action
	<p>A. Definitions</p> <ol style="list-style-type: none"> 1. Accessible Dwelling Unit means a Dwelling Unit that qualifies as a “Type A Unit” pursuant to the Oregon Structural Building Code and ICC A117.1. 2. Applicant means a person applying to reside in a Dwelling Unit. When there are multiple persons who will reside in common within a Dwelling Unit, Applicant shall refer in common to those members of the household who intend to contribute financially to payment of the Rent and to sign the lease or Rental Agreement. 3. Dwelling Unit has the meaning given in PCC 33.910.030, as amended from time to time, and not by ORS 90.100 unless otherwise specified. 4. Landlord has the meaning given in ORS 90.100, as amended from time to time. 5. Open Application Period means the start of the date and time the Landlord will begin processing applications. 6. PHB means the Portland Housing Bureau. 7. Rent has the meaning given in ORS 90.100, as amended from time to time. 8. Rental Agreement has the meaning given in ORS 90.100, as amended from time to time. 9. Tenant has the meaning given in ORS 90.100, as amended from time to time. 	<ol style="list-style-type: none"> 1. The definition of Applicant is insufficient 2. The Dwelling Unit definition should refer to ORS 90 3. Define Screening Criteria for clarity 	<ol style="list-style-type: none"> 1. This definition is from code, and cannot be revised in rule 2. Administrative issue – including this suggestion in revision 3. Administrative issue – including this suggestion in revision
	<p>B. Notice of Dwelling Unit Availability</p> <p>A. If a Landlord is advertising for availability more than one Dwelling Unit in the same building at the same time, the Landlord can fulfill the requirements of PCC 30.01.086.C.1 by:</p> <ol style="list-style-type: none"> 1. Publishing notices for rental of the available Dwelling Units through a combined notice that specifies the following: <ol style="list-style-type: none"> a. The number of Dwelling Units available; b. The range of number of bedrooms in the available Dwelling Units; c. The range of available Dwelling Unit sizes; d. The range of Rents for available Dwelling Units; e. When the Landlord will begin to process applications; f. A description of the factors the Landlord will consider in evaluating Applicants if the Landlord intends to charge a screening fee; and g. Whether the available units are Accessible Dwelling Units. 	<ol style="list-style-type: none"> 1. Replace “building” with “property” 2. Provide more through information for Accessible Dwelling Units 3. It would be costly and burdensome to revise all advertisements (decals, sandwich boards etc.) to include this information 4. It is unclear if a description of the factors the Landlord will consider is the same as criteria for residency 5. Third party sites create advertisements without the Landlord’s control, the notice requirements cannot be met. 	<ol style="list-style-type: none"> 1. Administrative issue – including this suggestion in revision 2. Adding requirements for identifying which of the available Dwelling Units are Accessible. 3. Code language was repeated to allow for information to be provided by web link or other reference to where the information can be found. 4. Administrative issue – revised to read “Screening Criteria” for clarity 5. Language was added to clarify Landlords are not responsible for third party advertisements.
	<p>C. Verifiable and Repeated Rental Agreement for Application Evaluation</p> <p>A. A Landlord owning Dwelling Units within the City of Portland, may refuse to process the application of an Applicant who has verifiable repeated Rental Agreement violations with this Landlord if the most recent violation occurred within 365 days before the Applicant’s submission date under the following circumstances:</p> <ol style="list-style-type: none"> 1. Rental Agreement violations are repeated and verifiable when: <ol style="list-style-type: none"> a. At least 3 violations have occurred, where each violation occurred within 1 year of another, and the most recent violation occurred within 365 days before the Applicant’s submission date; b. All 3 violations of the Rental Agreement are material and severe in nature. 	<ol style="list-style-type: none"> 1. This disproportionately impacts households of color and should be substantially limited 2. A three-year period for violations is too long and allows too many tenants to be refused 3. Material and severe undefined and poses too restrictive of a threshold 	<ol style="list-style-type: none"> 1. Staff will review these comments to consider revisions. 2. The violation period will be shortened to one year 3. Removed given the shorter timeline

	<p>c. The Tenant received notice of each violation in writing at the time of each violation; and d. Each violation was not dismissed nor resulted in a general judgment for the Applicant before the Applicant submitted the application.</p>	<p>4. Violations should be defined as actions of the applicant 5. Landlords should have to provide the Applicant copies of the relevant notices when using this refusal process</p>	<p>4. Administrative issue – comment adds unnecessary complexity to the rule. 5. Language was added to including this suggestion in revision</p>
	<p>Additional Feedback</p>	<p>1. The defined term “Open Application Period” is defined by the time applications will be processed. However, Landlords do not process application at the moment applications begin to be accepted 2. How should applications received before the Open Application Period be processed if they are all timestamped at 8 hours 3. It should be clear applicants with mobility disabilities who apply early receive preference for Accessible Units over early applicants without a mobility disability 4. PHB’s rent amount for households below 80% AMI includes utilities. What amount should Landlords not collecting utility payments follow? 5. How do applicants who successfully appeal a denial apply for available units? 6. How do applicants who successfully appeal a denial apply for available units? 7. Administrative rules do not address pre-emption of an agreement to execute a rental agreement 8. Rules do not define reasonable forms of identification 9. Explain where a landlord can receive information about a tenant to screen for the low barrier screening criteria</p>	<p>1. Language is added to clarify the date and time a Landlord advertises that they will begin receiving application is the beginning of the Open Application Period 2. Language is added to clarify that early applicants are processed in the order received starting at 8 hours 3. Language is added to clarify that preference includes early applicants timestamped at 8 hours 4. Language is added to clarify that the PHB published rent amount applies to all Dwelling Units, regardless of utility payment 5. Staff will review these comments to consider revisions 6. Administrative issue – comment adds unnecessary complexity to the rule. 7. Mandatory execution of a rental agreement upon accepting a tenant is in code, administrative rule cannot contradict provisions of code 8. Administrative issue – comment adds unnecessary complexity to the rule. 9. Administrative issue – comment adds unnecessary complexity to the rule.</p>
<p>Right to Request a Modification or</p>	<p>[see document for complete language]</p>	<p>1. The form should be reduced to one page with relevant notice information, prioritizing a right to modifications and what those requests are</p>	<p>1. Staff will review these comments to consider revisions.</p>

Accommodation Notice			
<p>Statement of Applicant Rights and Responsibilities Notice</p>	<p>City of Portland Applicant Rights The City of Portland has adopted local requirements that provide additional rights and responsibilities for landlords and applicants for rental housing, beyond state law requirements, during the advertising and application process. These additional requirements cover:</p> <ul style="list-style-type: none"> • How available rentals are noticed and what information is included in the notice • What information must be included in the application forms • How applications are processed and the order that applicants will be considered • What income requirements are acceptable • How much can be charged in security deposits • How much can be charged in screening fees • What the screening criteria options are for a landlord (low barrier or landlord choice) • What the process for denying an applicant is for either screening criteria option • How applicants can appeal a landlord’s decision • Landlords or rental units that are exempt from the City of Portland requirements • Penalties for failure to comply with City of Portland requirements <p>Detailed information is available at: [www.portlandoregon.gov/phb/79521] or by contacting the Rental Services Office at (503) 823-1303 or rentalservices@portlandoregon.gov.</p>	<ol style="list-style-type: none"> 1. This notice is inadequate to explain an applicant’s rights under the ordinance 2. The notice should simply refer applicants to where they can find complete information 3. The notice should convey crucial information about applicant rights, and encourage them to read their full rights 	<ol style="list-style-type: none"> 1. The bullet list was an attempt to provide a high-level overview of applicant’s rights under the ordinance. The feedback we received was consistent that this approach was not effective. The bullets will be removed 2. The notice will be simpler and shorter with the bullets removed 3. Language is added to encourage applicants to review their rights, and encourage them to submit supplemental information to offset any reason that could lead to a denial
<p>Security Deposits Rules</p>	<p>A. Definitions</p> <ol style="list-style-type: none"> 1. Condition Report is a form provided by the Landlord, noting the condition of all fixtures, appliances, equipment, and personal property listed in the Rental Agreement, and noting damage. 2. Depreciation Schedule means the most recent version of the <i>Fixture, Appliance, Equipment, and Personal Property Depreciation Notice 30.01.087.C.1</i> published by PHB in accordance with PCC 30.01.087. 3. Dwelling Unit has the meaning given in ORS 90.100, as amended from time to time 4. Landlord has the meaning given in ORS 90.100, as amended from time to time. 5. PHB means the Portland Housing Bureau. 6. Rental Agreement has the meaning given in ORS 90.100, as amended from time to time. 7. Security Deposit has the meaning given in ORS 90.100, as amended from time to time. 8. Tenant has the meaning given in ORS 90.100, as amended from time to time. 	<ol style="list-style-type: none"> 1. Value should be defined to clarify what it means in this context 2. Condition reports should have a required timeline for when they should be provided for renters to complete 	<ol style="list-style-type: none"> 1. Administrative issue – changed references to “value” without context to provide clarity 2. Language has been added to require a tenant receive a condition report for them to complete by the Commencement Date of the tenancy.

	<p>B. Condition Reports</p> <p>A. If the Landlord disputes the Condition Report, the Tenant and the Landlord must attempt to obtain third-party validation of the condition of the Dwelling Unit. If third-party validation of the condition of the Dwelling Unit is unsuccessful, and the Landlord does not pursue a claim and judgement in the court, the Tenant’s Condition Report shall establish the baseline condition of the Dwelling Unit.</p> <ol style="list-style-type: none"> 1. The third party should be a neutral party, and not an established associate or family member of the Landlord or the Tenant. 2. The Landlord and the Tenant are encouraged to independently document the condition of the Dwelling Unit. Documentation should note the date of documentation and condition of items that could be contested. 3. Should a claim and judgement in the court be pursued, the prevailing party is entitled to reasonable attorney fees and court costs. 	<ol style="list-style-type: none"> 1. What happens if the tenant’s third party validation and the landlord’s third-party validation conflict? 2. Once a landlord hires a third-party, they become an established associate. Does that mean we need a new third-party each time? 3. Who pays for the third-party validation? 4. There is no industry in place equipped to step in to provide third-party validation. 5. Prevailing party language is good, but is there even a legal mechanism for resolving a dispute without legal value? 	<ol style="list-style-type: none"> 1. The tenant and landlord must obtain the same third-party validation. Reference was added to joint third-party validation to clarify this confusion. 2. Administrative issue – “Established associate” was removed from this requirement 3. Staff will review these comments to consider revisions. 4. Third-party validation is set in code; the role of rules is to provide supplemental detail to the process as needed 5. Administrative issue – reference to prevailing party has been removed
	<p>B. The Landlord shall update the Condition Report to reflect all repairs and replacements impacting the Dwelling Unit during the term of the Rental Agreement that the Landlord intends to apply against the Tenant Security Deposit. The Landlord shall provide the updated Condition Report to the Tenant.</p> <ol style="list-style-type: none"> 1. Updated Condition Reports must describe: <ol style="list-style-type: none"> a. The repair or replacement date(s); b. The damage being repaired or replaced; and c. The cost of the repair or replacement. 2. Replaced items should be noted along with the item purchase date, item condition, and depreciated value. 3. If the Tenant disputes the updated Condition report, the Tenant and the Landlord may attempt to obtain third-party validation of the updated condition, or pursue a claim and judgement in the court. 	<ol style="list-style-type: none"> 1. There should be a deadline for updates to the condition report to be completed 2. This is administratively burdensome, could a maintenance work order history suffice for repairs and replacements? 3. Is there even a legal mechanism to petition a court to render a judgement on a non-monetary condition report dispute one month into a tenancy? 	<ol style="list-style-type: none"> 1. Language added a landlord has 10 business days to update their condition report 2. Language added allowing a maintenance work order history as long as it contains the same information. 3. Administrative issue – reference to claim and judgement in court has been removed

	<p>C. Security Deposit Withholdings</p> <p>A. A Landlord may only apply Security Deposit funds for the repair and replacement of those fixtures, appliances, equipment, or personal property that are identified in the Rental Agreement and to which a depreciated value is attached in accordance with the Depreciation Schedule published by PHB.</p> <p>B. A Landlord may provide documentation reasonably acceptable to a Tenant demonstrating why a different calculation is justified for a fixture, appliance, equipment, or personal property.</p> <p>1. Documentation must include:</p> <ul style="list-style-type: none"> a. The current value of the fixture, appliance, equipment, or personal property; b. An explanation of why a value derived from the Depreciation Schedule is inapplicable for the fixture, appliance, equipment, or personal property; and c. A justification of the repair or replacement cost of the fixture, appliance, equipment, or personal property has been calculated or determined. 	<ol style="list-style-type: none"> 1. Does this prevent landlords from withholding security deposits for unpaid rent, structural damage, or other provisions allowed in state law? 2. How can a landlord know the depreciated value of an item at the time of the rental agreement? 3. Define what reasonably acceptable to the Tenant means 4. The definition of value is unclear in this section 5. Documentation components b and c should be combined 6. When a Landlord does not have original receipts or information about a fixture, appliance, equipment, or personal property; how do they identify it in the Rental Agreement? 	<ol style="list-style-type: none"> 1. This language mirrored code, but staff revised it to clarify it is not a restriction on use of security deposits broadly, but instead defines the process for withholdings for damage to fixtures, appliances, equipment, or personal property. <ul style="list-style-type: none"> a. Additionally, new language was added clarifying that structural components do not depreciate, and do not need to be listed in the rental agreement. 2. A landlord is not expected to know or list the depreciated value in the rental agreement. Language was added to clarify the depreciated value is only needed to withhold funds. 3. Administrative issue – comment adds unnecessary complexity to the rule 4. Administrative issue – References to value were replaced with replacement value 5. For clarity, staff prefers to keep them separate 6. Language was added to provide a guidance for approximating the original purchase price
	<p>Additional Feedback</p>	<ol style="list-style-type: none"> 1. How are landlords with existing tenancies and security deposits supposed to comply with these requirements? 2. The state real estate rules on security deposits have different timelines than the ordinance, what are landlords supposed to do? 3. The code isn't clear about how much interest a landlord can withhold from a security deposit's interest gained during the tenancy. 4. If a landlord gives a termination notice with an option to cure, they may forget to deliver the documentation required with termination notices. This would leave them responsible for damages under the ordinance 5. Please clarify if a credit union counts as a "secure bank account" 	<ol style="list-style-type: none"> 1. Language was added to clarify requirements which requirements will go into effect on March 1, and which will only apply to new rental agreements 2. Administrative issue – Language was added clarifying that people must follow the more stringent standard 3. Administrative issue – Language was added to clarify that the landlord may withhold 5% of the interest collected for administrative costs 4. Language was added clarifying that termination notices cured within 5 business days do not required rental history forms, aligning with that timeline 5. Administrative issue – Language was added to clarify banks are a federally insured establishment

<p>Rental History Form</p>	<p>Tenant Information Tenant Name: _____</p> <p>Landlord Information Landlord Name: _____</p> <p>Contact Information: _____</p> <p>Residency Information Move-in Date: _____ Move-out Date: _____ End of Residency: <input type="checkbox"/> No Cause Termination <input type="checkbox"/> For Cause Termination <input type="checkbox"/> Qualify landlord reason <input type="checkbox"/> Tenant Non-renewal</p> <p>List any Rental Agreement Violations _____ Associated with a Termination of Tenancy: _____</p> <p>Previous Two-Year Rent Payment History (A payment ledger detailing the same information may be used to meet the requirements of this form)</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Month</th> <th>Year</th> <th>Paid</th> <th>Fee or Non-Payment Notice</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td><i>Month</i></td> <td><i>Year</i></td> <td><i>Yes/No</i></td> <td><i>Yes/No/72 hour/etc.</i></td> <td>-</td> </tr> </tbody> </table>	Month	Year	Paid	Fee or Non-Payment Notice	Notes	<i>Month</i>	<i>Year</i>	<i>Yes/No</i>	<i>Yes/No/72 hour/etc.</i>	-	<ol style="list-style-type: none"> If the tenant didn't give notice that they were moving out, the Landlord won't know the tenant's move-out date Information about end of residency is not structured to accurately capture landlord's actions End of residency options is not necessary on this form and should be removed Listing rental violations allows for disclosure of unverifiable information that can create a barrier for tenants Remove all columns except month, year, and rent paid by 4th day 	<ol style="list-style-type: none"> Administrative issue – Revised to “Move-out Date (if known)” The residency information section has been removed The residency information section has been removed The residency information section has been removed Fee and notes columns have been removed
Month	Year	Paid	Fee or Non-Payment Notice	Notes									
<i>Month</i>	<i>Year</i>	<i>Yes/No</i>	<i>Yes/No/72 hour/etc.</i>	-									
<p>Depreciation Schedule</p>	<p>Within the City of Portland, a landlord may only apply security deposit funds for the repair and replacement of those fixtures, appliances, equipment, or personal property that are identified in the rental agreement and to which a value is attached in accordance with the depreciation schedule published in this notice (<i>Notice 30.01.087.C.1</i>).</p> <p>A landlord may provide documentation reasonably acceptable to a tenant demonstrating why a different calculation is justified for a particular item so long as the documentation includes:</p> <ol style="list-style-type: none"> The current value of the item; An explanation of why a value derived from the depreciation schedule is inapplicable to the item; and A justification of the repair or replacement cost of the item. 	<ol style="list-style-type: none"> This document is not a depreciation schedule 	<ol style="list-style-type: none"> This schedule provides all the needed information for landlords to identify the depreciated value for repair or replacement 										
	<p>City of Portland Requirements When determining the amount of security deposit funds to withhold for the repair and replacement of appliances or equipment, fixtures, or personal property, a landlord must discount the value by the following depreciation schedule:</p> <p>Appliances or Equipment (includes items such as refrigerators, microwave ovens, stovetops, ovens, dishwashers, etc.) depreciate over 15 years, or 6.67% per year. Fixtures (includes items such as faucets, sinks, toilets, tubs, flooring, cabinetry, etc.) depreciate over 20 years, or 5% per year. Personal Property (includes all other non-structural elements not covered by the fixtures, appliances, or equipment depreciation schedule) depreciate over 30 years, or 3.34% per year.</p>	<ol style="list-style-type: none"> The use of “value” here is unclear Various comment noted that items in these categories do not last 15/20/30 years 	<ol style="list-style-type: none"> Administrative issue – “Value” was replaced by “estimated original purchase price” The depreciation schedule is not a representation of expectations of how long an item should last. It is a method to determine residual value when an item is damaged beyond ordinary wear and tear and is repaired or replaced from a Security Deposit. An appliance that fails from age or ordinary wear and tear is not replaced from a Security Deposit and thus isn't affected by the depreciation schedule 										

	<p>Example of Calculating Value Year 0: Appliance or equipment purchased for \$300 Year 8: Value = \$140 <i>Calculation</i> \$300 purchase price / 15-year depreciation = \$20 depreciation per year \$20 depreciation per year x 8 years = \$160 of value depreciation \$300 purchase price - \$160 of value depreciation = \$140 of value</p>	<p>1. The use of “value” here is unclear</p>	<p>1. “Value” was replaced by “depreciated value”</p>
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