



March 23, 2020

RE: Emergency Response for Landlord/Tenant(s) During COVID-19 Event

To whom it may concern:

The Seneca Family of Companies owns only a small handful of residential rental properties. During this time, we have elected to forego April rents for all our occupied units. We realize we are fortunate enough to be in the position to do this, but believe it is the right thing to do and our responsibility.

Although we have the flexibility to do this as a large organization with relatively few rentals, we are aware this is not the position of many landlords in Oregon. If relief is to be available for tenants, we fully support disaster relief and assistance for landlords as well for several reasons.

Direct payments to both, landlords and tenants, will not only keep tenants in their units, but will allow stability in mortgage and insurance payments, property management, and maintenance. Many landlords rely on regular rent payments as their sole income and suspending their income with no assistance will only transfer damaging impacts of this event from one party to another and could create further instability in available rental housing.

Just as all landlords do not require help, not all tenants need help. While many Oregonians have been suspended or laid off, many are working from home, have flexible work arrangements, or have resources available to help them weather this storm. There should be some sort of needs test to determine whether the inability to pay rent is related to COVID-19 or not. It should not be a great hardship for tenants to provide some sort of documentation from their employer or contractor to show there is no work available and unemployment benefits for the household do not meet their current basic needs.

In addition to monetary assistance, the issue of suspending evictions is one that will also affect landlords. It currently sounds as though Executive Order 20-11 only limits evictions for non-payment of rent. This would be a good point to clarify if it has not already been done. Since recent changes to Oregon landlord/tenant laws, landlords have fewer reasons to evict tenants and generally must provide a longer timeline. In cases where termination notices have already been issued for bad behavior, violation of lease terms, or other lawfully provided reasons these evictions should be allowed to be processed and executed. If landlords have to put these evictions on hold, can they expect a tenant to continue to damage property, disturb the quiet enjoyment of the neighbors, and even commit criminal acts while being protected from eviction and potentially not be required to pay rent? Also, under current law, once a notice of termination has expired, if the landlord accepts rent for any period beyond the termination date, they waive their right to terminate on that notice. With the implementation of SB 608 and the subsequent restrictions on termination of tenancy after the first year, a landlord could get into a real bind. Can waiver rules be temporarily suspended due to this crisis allowing landlords to accept rent, but still keep their notice valid?

These and other issues may have a deep and lasting impact on the rental housing market in Oregon. We urge you to consider the unintended consequences of decisions made now and in the coming days. We hope a middle ground that takes these concerns into account can be found.

Sincerely,

Isabelle Mathews, Real Estate Specialist, Seneca Jones Timber Co.

