

Zion Realty, LLC

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House Human Services and Housing Committee  
900 Court St. NE  
Salem, Oregon 97301

Dear Chair Keny-Guyer and Committee Members,

I'm writing to tell you about a scary experience that I had with a tenant that I gave a no- cause termination notice to last year.

In October, 2014, I formed an LLC to purchase an 11-plex in the Brooklyn neighborhood of Portland, OR. This is a nice, close-in neighborhood, but the seller was seemingly ready to retire and the rents were below market. After closing, I remodeled a couple of units as tenants moved out, and rented them out at market rate.

With the first remodel, I replaced the old carpets with a beautiful laminate hardwood and began renting out to pet owners. This was a third-floor unit. Almost immediately at the start of the floor replacement, I received an angry, threatening call from the tenant below about how I should not be replacing the floor so early, what am I thinking, and what's wrong with me?!? I don't remember formally meeting this (what I now could call) "belligerent" individual, but as the landlord and caretaker of the building, I did my best to smooth out the situation and apologize to him.

The day of move-in for the new tenants was upon us and I hadn't heard from the belligerent tenant since. But, lo and behold, when the tenants started moving in, apparently they were too loud. Now the tenant was not only angry with me, he was angry with the new tenants moving in. I got a call from the belligerent tenant again yelling at me, what is wrong with these people, why are they moving in so early, etc....in a very angry, loud, and mean voice. Again, I apologized and promised to do my best to smooth out the situation. So, I called the new tenants and asked them how everything was going. Apparently, the belligerent tenant had knocked on their door (and keep in mind the belligerent tenant was a 30-something year-old bachelor while the new tenant was a 60-something and 70-something year old couple) and yelled at the new tenants for being too loud. Yes, yelled at them.

As always, I did my best to smooth out the situation. A little time passed and I began getting phone calls from the two tenants – the upstairs being too loud, and the dog making too much noise (this was a very small dog), while the upstairs neighbors complained about the belligerent tenant banging on the ceiling and yelling at them through the floors, and perhaps again in person (I can't remember exactly). Finally, the belligerent tenant called me threatening to go upstairs and take care of the situation himself if I did not. This was after the upstairs neighbors laid down carpets all over the house, made sure always to remove their shoes, and did their best to simply avoid confrontations.

The belligerent neighbor was threatening me and the new tenants, and although I kept my cool and continued to apologize, the belligerent neighbor did not stop yelling and threatening.

That's when I sought advice from a colleague. He said, get that guy out of there because it's never going to end! My friend told me the steps that I needed to take, using the "no-cause" end of tenancy termination law, and waiting it out. I was hopeful, but nervous. I posted the termination notice on belligerent tenant's door and that's when I really got scared...the belligerent neighbor began posting signs on his door and window libeling my company. I was afraid to go to the property. I consulted my attorney to see if I should use a cease and desist letter, but she recommended I stay away and cross all my 't's and dot all my 'i's. I insisted on having a chaperone whenever I needed to go to the property over the next 60 days. I couldn't be on my own land and I felt simply miserable. I stayed up at night worrying for my life, I unlisted my phone number and home address and just lived in fear for two months. The new tenants did as well, I'm surprised they didn't leave!

This was an awful situation, and because this belligerent man was in the building when my company purchased this property, I inherited the lease and had to deal with it. This type of thing happens all the time, and to be perfectly honest, I wish I'd known about the end of tenancy termination when I purchased my first rental home 11 years ago. But, we all learn.

What I don't understand is why a bill would be passed that would prevent people like me from eliminating awful tenants like this? What alternate routes could I have taken to have this man removed from the property? Why in the world would I even consider giving him money after the pain he caused me?

Sincerely,

Carly Fujita  
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