



#JustCause Because

NO-CAUSE EVICTIONS AND EXTREME RENT INCREASES ARE HURTING FAMILIES

HB 2004: Establishes Just Cause Eviction Standard and Repeals Pre-emption on Rent Stabilization

Section One: Establishes Just-Cause Eviction Standard

Current Law: Allows landlords to evict via one of two types of notices:

- a) A “for-cause” notice is based on a Tenant’s fault, or violation of the rental agreement. “For-cause” notices give the tenant information about the allegations and an opportunity to “cure” (correct) the default.
- b) A “no-cause” notice can be used to evict a Tenant for any reason or no reason at all. Landlords can use a no-cause eviction even if the tenant has paid rent on time and never violated his/her lease, with as little as 30 or 60 days’ notice. There is no opportunity to cure a no-cause notice.

Problem with Current Law: Too often, no-cause notices are used as a screen for discrimination or retaliation. No-Cause notices deny the Tenant due process before losing housing. No-cause evictions displace Tenants in this tight marketplace, and can cause homelessness, job, school, and health care disruption.

Proposed Law: The proposed law would replace no-cause notices with just-cause notices, so that a landlord always has to give a legitimate reason to evict a tenant. All of the current tenant-based “fault” notices would remain unchanged, and a new category of legitimate landlord-based “no-fault” causes would be added to the statutes. Moving expenses would be provided in no-fault cases. The new law will protect tenants from unfair displacement without a reason, and help tenants with moving expenses if evicted because of a landlord-based cause.

- 1) **Tenant-based Just Cause:** The first category is “tenant’s fault.” This is current law, and would remain unchanged. If a tenant violates his or her lease, the landlord can evict the tenant. Landlords can evict tenants if they break a rule in the apartment, fail to pay their rent, disturb the neighbors, etc. These are just a few examples of reasons that a landlord can evict a tenant for a reason that is the tenant’s fault.
- 2) **Landlord-based Just Cause:** The bill would add a second category of causes - “no fault.” Landlords could evict a tenant – even though the tenant didn’t do anything wrong – for one of these reasons:
 - a. Landlord (or landlord’s immediate family member) wants to move in;
 - b. Landlord intends to repair/upgrade the unit and it is not safe for occupancy during construction;
 - c. The landlord is selling the unit and the person who buys it wants to move in;
 - d. The landlord wants to demolish the unit or remove it from residential use.

In Landlord-based Just Cause Cases, the Landlord Would Provide:

- 90 days’ notice prior to termination (landlord could still use a fault-based notice during this time)
- Moving expenses: 3x rent
- An opportunity for the tenant to move back in after repairs or upgrades.

Landlord-occupant Exception: The new law would not apply to a landlord who lives on the same property as the tenant with 2 or fewer units. These landlords would still be able to use no-cause eviction.

Damages Payments to Tenants if Landlords Violate the Just Cause Law: If the landlord violates these new provisions, the landlord must pay the tenant 3x rent plus actual damages. The deadline for a tenant to sue a landlord based on this violation would be 1 year from the time that the tenant discovered the violation.

Section 2: Repeals Pre-emption on Local Government Rent Stabilization

Current Law: Current law expressly prohibits local governments from enacting rent stabilization ordinances except during times of natural or man-made disasters.

Problem with Current Law: Current state law allows landlords to increase rent by any percentage with as little as 90 days' notice. About ¼ of Oregon households spend at least half of their income on housing. In this time of rapidly rising rents and very low vacancy rates, a sudden extreme rent increase can cause displacement or homelessness.

Proposed Law: The proposed law would repeal the ban on local governments taking steps to stabilize rents.

Sections 3, 4, 5, and 6:

Technical cross reference changes only.

Section 7:

Applies the Just Cause protections to any fixed term or month-to-month lease renewing on or after the effective date of the bill.

Section 8:

Emergency clause. Effective upon passage.