

> I am writing in opposition to HB 2004 which would do away with a landlord's ability to give a "No Cause" notice of termination of a rental agreement and would allow cities and towns in Oregon to implement rent control.

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> Regarding the No Cause notice, I have to agree that there have been some landlords who have taken advantage of the current rental market situation and have been terminating rental agreements in order to renovate or demolish housing units in order to create more expensive housing. I don't personally agree with this, but that is a fact.

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> However, eliminating the No Cause termination notice is like taking a sledgehammer to a problem that a much smaller hammer could solve.

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> The tool of a No Cause notice is essential to keeping rental property safe and comfortable for all tenants and neighbors.

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> I have worked for a small landlord who has about 100 rental units for more than 30 years. We have only given four No Cause Notices in the last 10 years. Here are examples:

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> A woman who immigrated from Mexico and who does not speak much English lived below a couple who played video games loudly until the wee hours of the morning. The woman complained to me about the noise. I addressed the problem with the offending tenants. The man living above promptly went downstairs and attempted to intimidate the woman, telling her not to make further complaints. The woman kept quiet, but when I contacted her again to see if the noise problem was solved, she told me the late night noise was continuing, and she told me about her neighbor's previous response. I issued a No Cause termination notice.

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> If House Bill 2004 had been in effect, we would have had to give a For Cause Notice and look forward to defending our action in court with subsequent legal costs. If the offending tenants requested a trial, their move out date would be delayed. In this situation, it would be difficult to ask the complaining tenant to come to court to testify, lose a day's pay and perhaps be further intimidated by the offending tenants. If the complaining tenant couldn't or wouldn't come to court, we might lose in court and the offending tenants would not only get to stay but any further action against them by the landlord might trigger a retaliation claim.

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> Example number 2; a white elderly man began loudly swearing at and using racial epithets towards his black neighbors. I learned about this incident two days after it happened. I solved this problem by meeting with the offending tenant and suggesting that he give notice that he was moving, or we were going to have to give him notice. The offending tenant gave us notice. But, if I had had to give him a For Cause Notice, we could have had to defend our action in court. As this was the first time this had happened we might have lost at court. I don't know if the complaining tenants would have come to court to testify in support of the For Cause Notice.

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> Example number 3; various tenants and I suspected that the boyfriend of a tenant was selling drugs at the complex. The police could not or would not verify that they knew the boyfriend and his line of work. I spoke with the tenant, who not surprisingly, denied any wrong doing on her boyfriend's part. The

suspected drug selling continued so I gave a No Cause Notice to the tenant. A couple of months after the tenant moved, her boyfriend's picture and name appeared in the paper when he was arrested for selling a controlled substance. How would I have defended a For Cause Notice in this situation? How else would we have gotten rid of this man?

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> Example number 4; when a certain tenant drank too much, he tended to turn his music or television up very loudly and was exceedingly rude to anyone who tried to get him to be more quiet. We gave him written warnings and things would be okay for several months. Finally, two women living below this man complained again about the noise but also complained that they were afraid of him. He had made some veiled threats and attempted to intimidate them. They made it very plain that they didn't want this man to know they were the ones who complained. We gave this man a No Cause Notice. During the 90 days it took for this notice to end this man's rental agreement, I received complaints from two other women tenants who had been harassed by the man, and they felt fearful in his presence. It would have difficult to ask these four women who live in the same complex as the offending tenant to come and testify against him if we had given the offending tenant a For Cause Notice.

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> These are real life examples. The No Cause Notice is an important tool that is valuable to good tenants. Please don't vote away the No Cause Notice.

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> Though I oppose passage of House Bill 2004, I offer these suggestions for improvement and increased fairness of House Bill 2004.

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> House Bill 2004 should allow the giving of a No Cause Notice for any reason if the landlord pays the tenant three times the rent. The tenant should forfeit this landlord penalty if they don't vacate the unit by the due date, which could be no less than 90 days from the date of the No Cause Notice.

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> Under the present version of House Bill 2004 a definition should be given of what might entail a tenant's actual damages and they should be limited to costs to secure a new rental residence in the same metropolitan area in which the tenant is living.

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> House Bill 2004 lays out the landlord's responsibilities to pay three times the rent and the security deposit if the landlord gives a No Cause Notice under one of the exceptions to giving a No Cause Notice. There should be language to ensure that the tenant moves by the due date, or forfeits the landlord penalty of three months rent plus the security deposit. There should also be language stating that nothing precludes the landlord from issuing For Cause Notices, such as for non-payment of rent, during the 90 day following the issuing of a No Cause Notice and any For Cause Notice will not be regarded as retaliatory.

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> Regarding the rent control aspect of House Bill 2004, I am opposed to this. But, if House Bill 2004 is going to pass, then there should be a minimum limitation cities can impose on landlords for rent increases. I suggest a minimum of 8% plus the annual CPI for a particular location.

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> It is indicated that House Bill 2004 has been proposed because an emergency is taking place concerning housing in Oregon, particularly rental housing. Yet, apparently the proponents of this bill believe that this "emergency" will never end as there is no clause stating when this emergency measure would terminate and the Landlord Tenant law would revert to what is now law.

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> There should be an ending date to these changes, such as 24 months. This would give everyone, tenant groups, landlord group and the legislature, time to determine what has worked and what hasn't and to meet to establish ordinances that are good for the public, tenants and landlords.

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> Finally, it seems to me that the punitive nature of House Bill 2004 will do little to encourage investment in additional rental housing.

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> Thank you for reading.

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