

TO OUR LEGISLATORS: Here are our concerns:

**HB2004:**

Prohibits landlord from terminating month-to-month tenancy without cause except under certain circumstances with 90 days' written notice and payment of relocation expenses. Provides exception for certain tenancies for occupancy of dwelling unit in building or on property occupied by landlord as primary residence. Makes violation defense against action for possession by landlord. Requires fixed term tenancy to become month-to-month tenancy upon reaching specific ending date, unless tenant elects to renew or terminate tenancy. Requires landlord to make tenant offer to renew fixed term tenancy. Repeals statewide prohibition on city and county ordinances controlling rents. Declares emergency, effective on passage.

**BREAKDOWN:**

- **Prohibits landlord from terminating month-to-month tenancy without cause except under certain circumstances with 90 days' written notice and payment of relocation expenses.**

*OPINIONS: This will be cost prohibitive to Landlords and Tenants. The cost would be virtually unknown to both parties. Where is the Tenant moving? Across town or across the country? With what means are they moving? Personal friends or moving van? This could even lead up a fraud case between Landlords and Tenants.*

*Many tenants need a month to month lease such as those who are building a home or have been displaced due to a disaster at their current home. With this law, no Landlord in their right mind would provide that type of housing option. Where would that Tenant go?*

*Not all Landlords want to be Landlords for an indefinite period of time. Lives change and they might want to move into their rental home; such as getting older and may want to down-size or go from two story to single story. Why should the Homeowner be penalized if they choose to make this move?*

- **Requires fixed term tenancy to become month-to-month tenancy upon reaching specific ending date, unless tenant elects to renew or terminate tenancy. Requires landlord to make tenant offer to renew fixed term tenancy.**

*OPINIONS: This is giving the Tenant the ability to dictate to the Owner of the property what they can and can't do with the property. Again not all Landlords want to be Landlords for an indefinite period of time. Lives change and they might want to move into their rental home such as getting older and may want to down-size or go from two story to single story. Why should the Homeowner be penalized if they choose to make this move?*

*Yes, if the Landlord wants to renew the Fixed Term Lease then the tenant should be given the*

*option to renew, but only if the Landlord chooses to. Sometimes, a Landlord becomes uncomfortable with a tenancy and needs to honor the Fixed Term Lease and the Landlord must have the right to terminate that relationship if they choose to. Again, the home belongs to the Landlord.*

*The rental home is not owned by the Tenant. The Landlord/Homeowner pays a mortgage, taxes, landscaping bills, maybe utility bills and definitely pays for the upkeep of the home. They should have all the rights to the home. If they do not want to extend a Fixed Term Lease they should have the initial right to make that decision. It is their home, their investment. The Landlord/Homeowner should have the ultimate right to make any and all decisions regarding their property.*

*Tenants come and go but the home remains the investment of Landlord/Homeowner.*

*Are we losing sight of the fact that this home belongs to someone else, not the Tenant?*

Thank you.  
Lori Browning

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**Lori Browning, Principal Broker  
Licensed in the State of Oregon**

**Central Oregon Leasing and Management  
Residential Division, Inc.  
1250 NE Third Street Suite B110  
Bend, OR 97701  
Phone 541-385-6830 x 4  
Fax 541-330-0851**