

My Background, Robert Procter

- Ph. D. Economist. Formerly setting rates for Bonneville Power. Worked on a three-year contract as staff with the Oregon PUC. My most recent experience as a renter occurred between June 2010 and 2012.

Broader Context

1. I understand the problem that exists in several Oregon cities. It's a tight market *at the moment*. While the bill constrains landlords during times of tight supply, the bill contains no mechanism to compensate landlords when it becomes a "renters market."
2. My tenant didn't bear any of the \$12,000 cost to replace my wind-damaged roof. Insurance covered about \$4,500, the rest from a loan.
3. The legislature must have "skin-in-the-game." Your proposal to protect the renter community puts that solely on the backs of landlords.
4. I will likely stop renting my Joseph house. In Portland we have been considering an ADU. If we do it, it won't be as a long-term rental.

Overarching Concerns

1. HB2004 does not adequately balance tenant and landlord risk:
 - a. A fixed term rental converts to a month-to-month rental. The landlord loses the right to have a fixed term lease expire at the end of the fixed term;
 - b. Once a renter is accepted, he/she is there until they decide to move (yes, Sec (5) contains some off-ramps);
 - c. Renters may give notice 30-days in advance while landlords must notice renters 90-days in advance under certain conditions;
 - d. If the property is sold, the current owner must provide written evidence to the tenant;
 - e. If a landlord exercises an exception in subsection (5) the relocation penalty payment must be paid to the tenant;

Proposed Changes

1. HB2004 should be tabled. A broader group of stakeholders should work on measures to target the groups most in need of protection. A small group of advocacy organizations, however well meaning, brought to the legislature what they brought to the Portland City Council.
2. It is not equitable to lump those of us with one, or two, or three units into the same pool as larger rental organizations, including corporations halfway around the world. Provide us an exemption.
3. Remove the requirement to pay relocation assistance if a landlord uses an exception contained in subsection (5);
4. Tie relocation assistance to actual costs incurred with a cap equal to one month's rent (the tenant will receive security deposit back).
5. Both tenants and landlords should be held to the same timeframes.
6. Both tenant and landlord should have equal rights to terminate a tenancy. As it stands, sub-section (4)(b) allows the tenant to terminate without cause upon 30-day written notice while the landlord *must* make an offer of continued tenancy no less than 90 days prior to the end of the contract.