

03/02/17

House Bill 2004

I am currently a Property Manager, I oppose HB2004 for the following reasons.

First, I would like to say the people own rental property for different reasons: as a retirement to supplement income, as an investment over time and often because they are not able to sell the property for what they want out of it. There is a cost involved in owning property, property taxes, property maintenance, utility expenses (for apartment complexes) unexpected expenses such as sewer back up, unexpected turnovers and other unforeseen events. This bill is very one-sided and needs to be re written.

Requirement to offer lease term creates a perpetual lease

This takes away the ability of the landlord to end a contract when it expires as originally agreed upon and forces them to offer another lease term at the same duration of the original agreement. I disagree with this. If I don't want to continue renting to that tenant I am forced to unless I give them a For Cause Notice. There are many factors that go in to account when we are deciding if we want to continue renting to a tenant. Rent price is one if I cannot raise the rent I'm not getting fair market value, and then I raise the rent and the tenant has to move because they can no longer afford the rent then I have to pay the relocation fees?

Termination notices for cause only to avoid relocation costs.

This is written in favor greatly of the tenant. Tenants are only required to give a 30 day notice of intent to move at any point weather they have a lease term or not and the Landlord is required to give 90 day notice of increase or a 30 day notice for Cause only!

There are times when giving a No Cause notice is the best action choice for the Landlord the tenant leaving and the other residents because it does not inhibit their ability to rent somewhere else or cause them to lose the funds they get from other sources such as housing authorities. There are times when you need to protect a current occupant or the tenant being required to move, say it because of perceived danger of retaliation to occupants, other residents or the Landlord and the No Cause is the best tool we have to help smoothly eliminate those dangers. There are times when we know things are happening that should not be but we lack the "proof" and therefore the No Cause notice is used because that is in the best interest of all involved. You may think if they are dangerous then we should contact the police but the police say it is a civil matter and most often cannot do anything until there has been an actual crime committed. In these type situations if we were to give Cause it is arguable and has the option to correct if the reason is a violation of the contract and we may not always have the documentation to prove the offence.

Forcing landlords to pay "relocation assistance" and that includes the security deposit.

This one is grossly relying on the opinion that all the landlords are wealthy and have the funds to relocate a tenant out of pocket and cover the cost of turnover for the unit. How does a tenant claim the relocation costs and prove that to the Landlord? How is it determined what the landlord will have to pay and when? Then how do we do the final accounting for the move out and what if there are charges for damages the tenant caused while living in the unit. This bill leaves to many

things in question. Many landlords are using all the rent to just pay the mortgage on the property and do not have positive income from the rent. I believe this will cause landlords to not take any chances on “risky” applicants and that means that more will simply be denied instead of just asking for additional deposits.

Thank you for considering my opinions.

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