

Rosenberg Corey

From: tina yep <Ashfordrental@yahoo.com>
Sent: Tuesday, May 02, 2017 12:50 PM
To: SHS Exhibits
Subject: HB2004-A

Dear Senate Committee:

I am writing to voice my opposition to HB2004-A. I realize this is not on the Senate Floor yet. I only own 2 units, but would like to grow. I am writing to strongly oppose this bill as it unfairly target landlords ability to manage their rentals. It removes a layer of protection from tenants. This bill may seem like it protects tenant rights but it really does not address the issue of lack of housing. HB2004-A

(1) Removes the current preemption on rent control put in place by the Oregon Association of Realtors and other industry partners.

- a. Contains few if any safeguards on what a rent control program will look like, despite the fact that economists almost universally agree that rent control programs are an abject failure.
- b. Rent control programs tend to harm those they seek to protect by discouraging development of multifamily units.
- c. Many small landlords already do not raise rents following with the trend. Rather, we raise them based on actual costs. If the controls are put in place, landlords will feel compelled to max out in fear of not being able to raise when needed.

(2) Eliminates no-cause notices for all rentals except for month-to-month tenancies in the first 6-months of tenancy. Many times issues do not arise until much later in a tenancy.

(3) Requires all fixed-term tenancies to convert into either an additional fixed-term tenancy or month-to-month at the discretion of the tenant. There is no opportunity for the landlord to terminate the tenancy other than for cause. **This requirement is particularly UNFAIR toward Landlords.** At the end of a lease, a landlord should have the right to end or extend the invitation to continue the tenancy. After a term ends, if I want a tenant to stay, I offer incentives or renegotiate. But when the agreed term ends, why should one party **BE forced** to continue in a business relationship? **This is completely contrary to common sense!!!** I understand that many multi-family/corporate managed complexes already have this in place, **but it shouldn't be mandatory.** Please let us negotiate our terms.

(4) Requires a 90-day notice for sellers selling single family rentals to a good-faith purchaser, and may require payment of one-month's rent. Any requirement to pay one month's rent in this scenario is RIDICULOUS if tenants are given sufficient notice.

(5) Requires payment of one-month's rent for just cause terminations of tenancy, unless the landlord owns fewer than 4 units. This requirement is completely **contrary to common sense** as it first rewards bad behavior. If a tenant is already delinquent on rent, why should the landlord have to absorb more damage? And second it harms those it seeks to protect by discouraging development of multifamily units. Finally, why only 4 units? Why is this breaking point? At four units, the landlord is probably finally making an income, but not a living. This provision discourages entrepreneurship.

(6) Requires first right of refusal to prior tenants where significant improvements or upgrades are made to a rental unit. I truly don't understand why the tenant has the right to decide when improvements can be done on the property. I do understand that they would need sufficient notification.

For the above reasons, I ask you to please vote NO on HB2004-A. I understand you are trying to give a layer of security to tenants in precarious situations. However, small landlords like me choose to take risk in putting my savings into rentals. An unscrupulous tenant could easily push me into a precarious existence that I strive to stay out of. Legislation like HB2004-A increase the risks, discourages entrepreneurship, as well as discourages development of multifamily units in this industry. Instead of pitting landlords against tenants, please focus on the real issue of supply and demand.

Thank you for your time.
Tina Yep