Dear Senate Committee on Housing & Human Services,

I grew up in Portland. As an adult, I spent 15 years as a renter in eight different locations, all over the country, including, at the end, my home town. For the last 20 years I have been a homeowner in and around Portland, always with varying forms of shared housing, so technically a landlord (LL). Having spent a lot of time on both sides of the LL-Tenant (LL/T) equation, and with many points of comparison, I have several concerns about the provisions in Section 1 of HB2004.

I will say first that I do *not* have a problem with Section 2 (Rent Stabilization) as currently written. It's not perfect, but it meets the two critical criteria of a) being liberal enough that, though landlords will grumble, it shouldn't cause too much backlash; and b) providing stabilization as a local option, rather than mandating it across the whole state. So fine—good enough.

What I am deeply concerned about, are the unintended consequences which will occur if Section 1 is passed into law. Its provisions not only fail to address the real causes of housing instability—absence of long-term leases and housing shortage (which is what drives the crazy prices)—but actually threaten to make both of those factors worse. In short, I believe that the Section 1 provisions will cause more harm than good, on all sides.

I am sure you have already received many comments about how making the rental market hostile to LL's causes owners and developers to flee the market: rental houses get sold, apartments undergo condo conversion, spare bedrooms become vacation rentals, developers invest in anything <u>except</u> rental housing or just take their investment money elsewhere—the housing supply tightens instead of expanding. I will not belabor that point. I would instead like to point out problems I'm guessing you are not hearing much about, but about which I am very concerned.

MAJOR CONCERNS (more explanation follows)

1. Shared housing has traditionally been *the* most affordable option. Eliminating no-cause terminations/forcing renewals will wreak havoc on shared housing situations, the majority of which do *not* fit the exemption permitted for "tenant lives with LL in LL's primary residence." This option will become increasingly unavailable, as HB2004 makes the risk of being permanently stuck with an intolerable housemate far too high.

2. Part of why Oregon tenants have such difficulty is the absence of long-term leases (12 month leases were the norm, everywhere else I rented). Section 1, if passed, will repeat the previous legislative mistake which created this problem, only now it will make that situation much, *much* worse.

ADDITIONAL CONCERNS (no further explanation)

1. The provisions of Section 1 make it impossible to do temporary rentals, if the property in question isn't the owner's primary residence. Example: Grandparents own a condo so they can visit for 3 months every summer. Normally they rent their condo out the other nine months, but they won't any more, because they will no longer be able to reclaim it. Without a way to state, up front, that the lease cannot exceed a specific date and will not renew, yet another housing option will dwindle. (Not everyone needs long-term housing. Some people only need something for a short while—but those perfectly suited options will vanish from

the marketplace.)

2. Enacting Section 1 across the whole state, rather than making it optional for municipalities to enact locally, threatens to export Portland's housing problems to other communities, whose rental markets are not experiencing shortage, and are not currently dysfunctional. But they will become so if they have to start doing the things proposed in Section 1!

3. Most municipalities that enact the kinds of rules found in Section 1, only apply them to multifamily housing. NYC, for example applies them only to apartment complexes of seven or more units; LA only to multifamily complexes and boarding houses—that is, situations where it's clear that housing is being provided as a business, the owner doesn't have a personal interest in a specific space, and likely doesn't even live there. It's just too problematic to apply these kinds of rules to houses, triplexes, small-scale owners, shared housing, etc.

4. Some of Portland's City Commissioners euphemistically refer to HB2004 as " 'asking' LL's to share in the burden of housing people." They seem not to realize that owners *already* carry most of that burden. Last I checked, I was the one paying the mortgage, the insurance, the taxes, doing all the yard and building maintenance, funding repairs, making improvements, dealing with the hassles of turn-over, bad checks, bad renters, problematic housemates, and having to pay all those things even during vacancies or when rents don't cover them all—both of which, up until the last couple of years, were not uncommon (for years, Portland house prices were very high compared to rental market rates, thus many of us did/do not earn enough in rent to cover even the mortgage payment, never mind all the other expenses). A tenant drops a flaming toaster on the kitchen floor and I'm the one who takes hours out of my work day calling contractors and getting bids. Somebody breaks something and nobody owns up to it, I end up footing the bill. Some landlords have also paid architects, contractors, permitting fees, pay managers or other employees, and so on. Tenants don't have any of those burdens. All I ever had to do as a tenant was pay my rent and abide by the terms of my lease. I fail to see how I, as a landlord, am not already shouldering my share of the burden for keeping people housed.

   With regard to relocation assistance specifically: it's bizarre to expect someone's landlord to take care of them when they need help. That is a privilege usually reserved for family, friends, faith communities, professional care providers, insurance companies, case workers, non-profit organizations, and sometimes the government, as a stand-in for society as a whole. We don't typically require it of people who sell us things, nor require private citizens to provide social services for other, non-family individuals. So why should it be incumbent upon landlords to provide this for their tenants? Why not work with insurance companies to offer it as an option on renters' insurance and let renters be self-responsible? One can only argue in favor of requiring landlords to provide relocation assistance if the true motivation is to punish LL's for their behavior. But punishing LL's for the results of a housing shortage is like punishing farmers for the results of a famine. It doesn't work, and it doesn't make sense.

   For what it's worth, the City of Seattle recognizes this and pays 50% of the relocation assistance. It is thus only available to low-income tenants, and only when tenants have to move because the building is up-scaling.

MAJOR CONCERN #1 — EFFECT ON SHARED HOUSING OF ELIMINATING "NO CAUSE" TERMINATIONS/FORCING RENEWALS and/or REQUIRING RELOCATION ASSISTANCE

Throughout history, one way that people have survived housing or financial shortages is by living together. But living together is risky. All kinds of things can go wrong that cannot be anticipated, no matter how diligently the parties try to assess each other or make agreements, beforehand. And most commonly, the things which go wrong are not clear violations of a lease, thus could not be remediated with a for-cause notice. More often it's personality conflicts or just fundamental incompatibilities. HB2004 currently allows "no cause" terminations only in the first 6 months of a month-to-month (MtM) tenancy, or at a LL's primary residence as long as there are no more than 2 dwelling units on the property.

That's a start, but it leaves out the vast majority of shared housing situations, as most either don't include the LL at all, occur in other than someone's primary home, or will oddly fall through the cracks of that definition. And six months may, or may not, be long enough to figure out that someone is a poor fit—people and circumstances change over time. Being forced to live with someone who isn't working out, is miserable—and sometimes it's a safety issue. But that's the situation most shared housing situations are going to find themselves in, if HB2004 passes, without you giving broader "housemate" exemptions.

Consequently, many of us are nervous, and are either in the process of-, or are seriously considering requiring our existing housemates to leave. Obviously, this creates hardship on all sides: tenants uprooted; owners or primary leaseholders without the income or rent help; and perfectly good, highly affordable housing spaces are getting pulled off the market, when what is most needed is more housing.

Here are some real life examples of shared housing situations which would potentially be devastated by the passage of Section 1 of HB2004:

- I have an odd situation where I am back and forth between two homes in the Portland Metro area. I have housemates at one of them, but not the one that would be considered my primary residence. Long ago, I had a housemate whom I had known for several years before he moved in. Everything was fine for the first year or so. Then I started dating. When he found out, he started making sexually inappropriate comments. The more serious I got about my sweetheart, the more pointed his comments became. I started getting concerned for my safety. But it wasn't the kind of thing I could have taken to court (which would have taken how long and cost how much?), nor was it technically a violation of his lease. My best option was just to terminate his tenancy for "no" cause. Under HB2004, I would not have been able to do that.

  That's not a risk I'm willing to take any more, so now I'm debating what to do, in light of the potential passage of HB2004: stop having housemates (two really lovely and affordable rooms, gone from the desperate market, while I struggle to pay medical bills without the extra income)? switch to vacation rentals?—a concept that would have been unthinkable in the past (vacation rentals are scary and a pain in the behind!), but is looking better and better as residential rentals become riskier and more owner punitive; start using only week-to-week leases (so much for tenant stability)? This internal debate is going on all over the state right now.

- Someone rents an apartment then looks for a roommate. What happens if the roommate doesn't work out and at the end of the school year (nine months later) the original tenant wants her to leave? It's her primary residence, but she isn't the LL, there are more than 2 dwelling units on the property, and it's past six months—so she's stuck if her roommate is feeling uncooperative. And even if she can get her out, who has to pay the relocation assistance? The LL isn't going to. Must the primary occupant?

- A single mom rents a house for herself and her kids, and then looks for another mom-with-kids to share it with her. At first it's fine, but by the end of the year, one of the sublessor's kids is bullying and tormenting the primary leaseholder's children. The primary lease holder would have no way to require her sublessor to move out, but if the sublessor is desperate enough, she may refuse to leave. And there's a good chance the primary lessor would not be able to afford relocation assistance—why would she have a housemate if she had that kind of money?

- Someone owns a triplex and has a housemate in their personal dwelling space. After six months, they would not be able to kick them out, even though they are living in the LL's personal and primary residence.

- My friend lives and works in Portland, but recently married someone who lives on the coast. She has had a housemate in her Portland home for years, but now she is going to have to ask her to leave—she will retire in a few years, at which point, she will move to the coast full-time and they will want to rent out their Portland house in its entirety. HB2004 will make that impossible, as it will not be within the first six months, and she has reregistered her formal address to be the home she shares with her husband. So she's going to end up taking a perfectly good rental space off the market and have her empty-every-weekend house sitting there as a break-in target, because of the risks of HB2004.

- The family moved to Eugene, but one adult had to continue in their job in Portland. Instead of selling their Portland home, they kept it for the commuting parent, who stays there Monday through Thursday, and rented out two of the extra bedrooms. They will stop renting out if they will lose control of who can stay and for how long.

- A group of students or young adults share a rented house. Maybe one person acts as the "manager," finding and accepting new housemates when someone moves out, or maybe they all vote on who can move in—and whether someone needs to leave. They aren't going to be able to afford relocation assistance, and the landlord won't be willing to pay it. Plus, housemate problems often take more than six months to emerge and become identifiable as a problematic pattern. Should they really be stuck with a disruptive housemate?

- Formal group homes.

- Intentional households organized around a common interest or theme, with expectations for behavior, participation, pitching in, and an interview process for getting in. The expectations generally aren't written into the rental agreement, especially if none of the occupants is the landlord. Thus someone who no longer meets the requirements of living there could not be

given a for cause termination. If you take away no cause terminations, as well, the household is stuck.

- Intentional communities, such as co-housing or residential spiritual communities. Often the "LL" is the whole community. Although not always technically shared housing (in some cases everyone has their own quarters or home), these groups share a lot of common space, and residents interact on a daily basis. Like intentional households, intentional communities may, or may not, have written down their membership and participation requirements; even when they have, they aren't typically part of the lease. They still need to be able to tell someone to move out, if they no longer uphold the participation agreements or meet the criteria for membership in the community.

As you can see, there are many, many shared housing situations which would be endangered by the passage of forced renewals, elimination of no cause evictions, and relocation assistance. The specific arrangements can be quite variable: they may, or may not, include the landlord; may occur in any type of dwelling (apartment, condo, house) or any type of usage-situation (e.g., primary residence, intermittent residence, second home, vacation home); and can have variable lease arrangements (e.g., one person on the lease with everyone else formally, or informally, subletting; everyone on one lease; each person with their own lease). But whatever the permutation, they all still legitimately need the ability to require someone to leave.

When I look for housemates, I do a phone interview, an in-person interview, an extensive application which requires zillions of references, a credit check and a criminal records check. But even with all that, at the end of the day, I am handing my keys to a stranger (and the one time my housemate wasn't a stranger, it still didn't protect me). Sometimes it really doesn't work out! Think about what it would be like to be unable to remediate any of these situations:

- Two housemates expect house rules and verbal agreements to be honored, the third considers them optional and a restraint on his freedom.
- Someone is belligerent and generally uncooperative, or even intimidates others to get what they want.
- At first they were all gung-ho about the 8 hours of gardening—or whatever the shared interest or community obligation was—every week. But now they have a boyfriend and it isn't happening.
- They refuse to come to house meetings, even though they are obligatory.
- The other four housemates are sick of cleaning up vomit and beer cans every weekend.
- They regularly "borrow" your personal belongings without your permission—maybe they are even going in your room, uninvited, to get them.
- They are on the phone a lot, and just cannot figure out how to modulate their voice enough to allow your baby to nap from 11-2 every day, despite having discussed it before they moved in.
- Your dog—or 5-year old—has inexplicably become afraid of them, and is developing behavior problems.

If you're lucky these things will become apparent in the first six months, but many times they won't. Please, please, please: do not force people to live together. Taking away no cause

evictions, forcing lease renewals, and/or requiring bribe money to get someone to move out is a recipe for disaster in any co-habitation situation or intentional community.

MAJOR CONCERN #2 — INCREASING TENANT INSTABILITY BY MAKING THE LACK-OF-LONG-TERM-LEASES SITUATION WORSE

In normal rental markets, long-term leases are the standard, protecting tenants against unduly frequent rent increases and inadequate notice of the need to move, and LL's against vacancies and the hassles of turn-over. Long-term leases aren't available in Oregon because of ORS 90.302(2)(e), which allows fixed-term tenants to break their lease with only six-weeks' accountability (HB2004 reduces that to four). Hence, no landlord in their right mind will offer them, and tenants are without this basic protection.

HB2004 repeats this mistake, threatening not only to continue 90.302's unfortunate legacy, but to amplify it. Because now it's not just long-term leases being made highly unfavorable to owners, but month-to-month (MtM) leases as well! I guarantee you, that if Section 1 of HB2004 passes, week-to-week (WtW) rentals will enjoy an astonishing surge in popularity. This is obviously going completely the wrong direction if the objective is tenant stability.

Sooner or later, tenants and tenant advocates have to realize that you can't gain elevation on the teeter-totter by throwing rocks at the people on the opposite end—they will simply walk away, leaving you sitting in the dust. The best solution to an imbalanced see-saw is to even out the weight on both ends (accomplished by having adequate supply), or to temporarily move the center of the board over a notch, which is what liberal rent stabilization does (rent stabilization which is too strict, and rent control, are too many notches over—again, owners just leave).

I would like to propose that the best all-around solution to Portland's housing crisis would be:

1. Pass Section 2 of HB2004, allowing local municipalities to enact liberal rent stabilization if warranted. Ideally, you'd make a legislative distinction between rent stabilization (limiting the amount rent may go up) and rent control (limiting the amount for which a unit may rent), allowing the former and keeping the later illegal, since it's known to destroy cities. But whatever—the current version is good enough.
2. Repeal ORS 90.302(2)(e), then heavily promote long-term leases.
3. Reject Section 1 of HB2004. These are the rocks which cause owners to bail, will spread local housing problems to every corner of the state, and are unnecessary when long-term leases are the standard and contract law is allowed to work normally (see Additional Commentary for further explanation).
4. Work with insurance companies to offer relocation assistance as an add-on to renters' insurance.

Thank you for your time and consideration.

ADDITIONAL COMMENTARY

The following is an excerpt from comments I sent to the members of the Oregon House while they were considering HB2004. I am including them here because #s 2 and 3, above, need more explanation to truly understand how 90.302(2)(e) has completely messed up the Oregon housing market and how Section 1 of HB2004 will make it even worse. I am aware that there

have been some amendments to HB2004 since these were first written, and a few sentences may no longer be 100% on target (unless you're considering reversing the amendments). But it felt important to offer an analysis of the situation, to support my comments and suggestions.

ANOMALOUS LANDLORD-TENANT LAWS & THEIR IMPACT

From the equality of rights springs identity of our highest interests; you cannot subvert your neighbor's rights without striking a dangerous blow at your own. ~Carl Schurz

When I moved back to Portland, and became a renter in my hometown for the first time, I was really struck by how heavily Oregon landlord-tenant laws favored tenants. It was kind of weird—I'd never seen anything like it. In all the markets I'd been in, landlord-tenant laws sought to balance the risks, benefits, and protections between landlords and tenants. But that was not the case here. Oregon's laws gave tenants unusual rights and protections, and did so by abrogating those of landlords. Even way back then ('96), I could see it interfering with the checks and balances normally found in contract-, and landlord-tenant law.

This upset in the balance of power has created tidal waves of unintended consequences, which, to this day, continue to affect the housing market here in Portland. And those ripple effects are a significant contributor to Portland's current housing problems—even more significant than landlord "greed" behavior, at which, most of the remedies currently under consideration are aimed.

Anomaly #1 - Abrogation of accountability for a long-term rental contracts.

When I was looking for my first rental in Portland, I was astonished that year-long leases were impossible to find. Everywhere else I had been, year-long leases were highly prized, protecting landlords from financial losses (e.g., vacancies, abandonment) and the hassles of frequent turn-over, and assuring tenants that for the next 12 months they would not have to move and that their rent would not go up. Renters were afforded stability in exchange for accountability for a year's worth of rent, and landlords gained stability in exchange for giving up the right to repossess their property and/or increase the rent. This made long-term contracts mutually beneficial, and therefore, popular—popular enough, that many times, landlords hoping to entice their existing tenants to stay, would offer them a choice between signing another 12-month lease without raising the rent, or letting it lapse into a month-to-month lease, with a price increase. But here, long-term leases were nowhere to be found. I could not understand it, and it made me nervous.

Finally, an apartment manager told me that Oregon has a law which allows tenants to break their long-term lease and only be penalized for 6 weeks worth of rent. What a bizarre law! It suddenly made sense why I couldn't find a long-term lease. What landlord in their right mind would enter into a contract which protects their tenants, but only hamstrings the owner?

When you get a 5-year car loan, you have to pay off the whole thing, even if you total your car two months after you bought it. When you sign a 1-year gym membership agreement, you have to pay the fee every month, even if you stop going to the gym after 6 weeks. When you get cell phone service with a 2-yr. contract, you are obligated to the monthly fee, even if you lose your phone and don't make any calls, or decide to switch providers. Why should a rental agreement be any different from that?

But that's what this law does—it says, "I agreed to pay X amount, in exchange for the use of this object, but now that I'm using it less than I expected, I get to skip out on paying the rest of the agreed upon amount." [Note that typically, multi-month leases are a contract for the full term's rent, which the owner agrees to accept in monthly installments.]

Can you imagine the uproar that would ensue, if you tried to enact the equal-but-opposite, version of that law, i.e., a landlord can break a long-term lease and the only remedy available to the tenant is to sue for 6 weeks to find another place, instead of the standard 30 days? One could argue the justification for that approach with the same, but opposite-sided, arguments used to justify the real law ("tenants are freed of the obligations to stay or pay rent, so a landlord bailing early is of no consequence" mirrors "landlords can re-rent the property, so a tenant bailing early is of no consequence". Bear in mind that it's only recently become an owners' market, but that law has been on the books for at least 2 decades. It only appears not to be equal-but-opposite now, because of that recent shift). But if you tried to enact that, you would have angry tenant organizations *camped in your kitchen!* That's what I meant, when I said Oregon laws are really imbalanced.

Whatever the thinking was when that law was enacted, by shifting the balance of power in favor of one party (tenants), it made the other party (landlords) unwilling to enter into that particular arrangement (long-term rental agreements), and thus, they disappeared—no surprise. As a result, tenants are stuck with insecure, 30-day contracts, which, by definition (everywhere else I've been), expire at the end of the month, and can then be changed or terminated.

Tenants want protections against involuntary move-outs and frequent rent increases. That's understandable, and reasonable for an agreed upon length of time—and long-term rental agreements would provide that. But the scales have to stay balanced. Landlords want protections against vacancies and abandonments. The protections have to go both ways. Which means long term leases need to have accountability to the end of the contract, for all parties.

What does that look like in practice? In the rest of the country, if a tenant needs to move out before the end of their lease they sublet, or they get the owner to agree to let them transfer their lease to someone else, or they convince their employer who's moving them to Kansas to buy out the remainder of their housing contract, or they ask their landlord if they would be willing to renegotiate the expiration date, or, if they have to, they step up to the plate and act like an adult, paying off the rest of it, just like you have to with your car loan or your credit card bill, even if you are no longer in possession of the objects on which you still owe. That's how fiscal contracts work—except when meddled with.

Anomaly #2 - In the absence of long-term leases, forcing short-term contracts to behave like long-term ones.

In municipalities where long-term leases are the norm, short-term leases are desirable when future circumstances are unknown and one or both parties want flexibility. A renter, for example, may know that they will be moving in a few months. In exchange for not having to be fiscally responsible for the remainder of a long lease (or a sublessor) after they move, they accept some amount of insecurity. A landlord may be willing to accept this, in exchange for a higher rent than 1/12th of their year-long lease.

Or a landlord may know that eventually, they really will have to move Mom into the little ADU they built in the back yard, but it's not clear when that will become necessary, so until then, why not let someone else live there? In exchange for the ability to reclaim the living space on fairly short notice, they give up their protection against vacancies and turn-over. A tenant may be willing to accept this in exchange for having their own freedom to leave easily, or for cheaper rent. Short-term leases are the signal that the situation may be unstable. Anyone who can't tolerate that, doesn't enter into such agreements.

But in Portland, in the absence of long-term rental agreements, people have tried to force short-term contracts to function as long-term ones, for example, requiring 60-, or even 90-days notice, when the term of the contract is only a month. How's that supposed to work? How can that even

be legal? We have a legally binding agreement, which goes for 30-days, but you can't actually make me leave until long after the contract is expired?

In the world of legal contracts, that, again, is really bizarre. Contracts, by definition, expire at the end of their term—whether that's 30 days, 365 days, or something else—after which, neither party has obligation to the other. That's the whole point of a time-delineated contract.

And the system of short- and long-term leases works beautifully, where contract law is allowed to work normally (i.e., no one-sided shortcutting of contractual obligations). People who need flexibility go for short-term leases, people who want stability go for long-term leases, and since all parties know that there is a possibility the lease may not be renewable at its end, either side can instigate renewal negotiations on whatever timeline makes them comfortable.

But it doesn't work beautifully here—in Oregon, it doesn't work at all. Due to that lease-breaking/6-week accountability law, which makes long-term leases severely unfavorable to landlords, long-term leases are unavailable.

Instead, we have an unstable, somewhat dysfunctional system of short-term leases only, which then gets shored-up, by forcing month-to-month (and now maybe even year-to-year) leases to renew. When renewal of a month-to-month contract is required by law—such as with the lengthened notice periods, or to support the highly power-imbalanced notion that only a tenant should get to determine when they move out—it is no longer a month-to-month lease. That's morphing a "short-term lease" into a long-term (or even permanent!) one, while pretending that you aren't.

Anomaly # 3 - The "no-cause eviction" phenomenon; conflating non-renewal of contract with "eviction".

To the best of my knowledge, "no cause evictions" did not exist in any of the other locations in which I was a renter. The term "no cause eviction" doesn't even make any sense, unless one starts from the assumption that leases don't actually expire on their expiration dates—which is a mighty odd assumption—or, that either party may abrogate the obligations of a long-term lease, at will—which is illegal everywhere else in the country. Since both of these conditions fly in the face of normal contract-, and landlord-tenant law (and common sense), "no cause evictions" didn't exist.

The important point is that there was no reason for them to. In an environment in which contract law functions normally, anyone needing their property back either uses a short-term lease, or is just out of luck, and has to wait until the current lease expires. That works, because there is no supposition that a lease contract is obligated to renew. (Yes, month-to-month leases can include an auto-renew agreement so the parties don't have to check in, every month, about whether tenancy will continue. In that case, when either party wants to cancel the auto-renew, they simply have to let the other party know, before the commencement of what will be the final lease period.)

Even the term "eviction" is used unusually here. Everywhere else I've been, "eviction" applies only when someone is involuntarily removed from a dwelling place because of breaking the terms of their lease, or the law.

Choosing not to renew a lease is not an "eviction," any more than not renewing your independent contractor's contract is "firing" someone. It's simply letting the contract expire, which is both party's prerogative. That's how a balance of power is maintained: the landlord can't obligate the tenant to stay ("sorry, you can't leave, I lost my job and need your rent money to feed my kids"), and the tenant can't obligate the landlord to allow them to remain ("sorry, you can't kick me out, I need your house to live in").

And yes, it can be upsetting if you are a tenant and you wanted to stay there—just like it's upsetting to have a mortgage payment but no renter, which happened with some regularity until recently. But life is not risk free—that's part of the knocks of being a renter, just like its part of the knocks of being an owner that you still have to pay the mortgage, even when you have vacancies or can't even earn enough in rent to cover the mortgage because of the vast gap between house prices and rents, or that you have to work two jobs to afford the roof replacement when it starts leaking. There are risks and benefits on both sides of the equation, and that is **necessary** to keep the whole system in balance. When one side tries to eliminate their share of the risks by foisting them onto the other side of the see-saw, the balance gets upset and the system falls apart.

Look what those misguided attempts have done in Portland. No relationship is sustainable with that kind of power imbalance. Ultimately, something's going to come along to reassert equilibrium. And in Portland, that balance came by the absence of long-term leases and the invention of the "no cause eviction". It's abnormal, and questionably functional, but it is a balance of sorts.

Getting rid of "no cause evictions" without first rectifying the power imbalance which gave birth to it, and the skewed laws begotten by it, is guaranteed to cause more problems. You cannot keep taking rights away from one side of the equation without getting backlash and system collapse. It's like one of those add-or-remove-a-block games, and the whole tower is teetering dangerously.

RENTER RELOCATION ASSISTANCE & FORCED/PERMANENT RENEWALS

So here comes Section 1 of HB2004, the next round of the dynamic just discussed, and like 90.302(2)(e), it will create tidal waves of unintended consequences. Encumbering, or even making impossible, no-cause terminations; forcing landlords to, oxymoronically, renew "short-term" contracts indefinitely; and requiring owners to pay off their tenants with thousands of dollars, tilts the see-saw quite severely in favor of tenants again. And something else—maybe worse—is going to come along to try to level it out.

If you pass these laws, and make the environment for property owners that skewed and unfavorable, you will hugely impede increasing the supply (developers will simply go elsewhere) or actually cause it to decrease, because anyone one who can get out of the rental market, will —especially small-scale property owners. We'll sell; or we'll switch to the vacation rental market, which is now less scary than residential renting; we'll figure out how to do without the extra income if we can; we'll rent our extra bedrooms as day time work spaces; we'll come up with other creative work arounds. But however it happens, the overall number of available rentals will shrink, making the housing crisis worse, and what's left will be largely owned by corporate and housing-as-a-business owners. And many small-scale owners, who rely on that extra income to get by, will be left just as high and dry as the tenants now seeking your favor.

I additionally predict that week-to-week tenancies will suddenly become remarkably popular— which is exactly the opposite of what you want to be promoting, if the objective is tenant stability! You're about to repeat the cycle, one notch tighter, which got started by allowing tenants to break long-term leases with only 6 weeks accountability. What we need are incentives to offer long-term leases, not shorter ones. We would all be better off—owners and tenants alike—if you, the legislature, would empty the see-saw seats—all the way back to that 6-week unaccountability law—and start over again with balanced equipment.

Personally, I find these regulations really offensive. Where does this idea come from that someone who has been granted permission to use my belongings for while, suddenly has more right to them than I do? Why does anyone think that the owner of a property should not have the right to say how long someone can use their house (or apartment)? Who invented the idea that

a lease is *supposed* to renew at it's expiration, that an expiration date is meaningless? Or that to decide not to renew is somehow infringing on a tenant's rights (but not a landlord's, when the shoe is on the other foot)? Why should a tenant have the right to supersede my personal use of my own property? How does anyone justify such entitlement?

What about the rights of the owner—the person shouldering the burden of paying the mortgage, taxes, insurance, maintenance, repairs, and the difficulties and risks of bad tenants and vacancies? In the vast majority of the rest of the country, a tenant's right to my house ends on the last day of the lease, and owners have more right to their own property than does someone who was given transitory permission to use it. Who declared that permission had to be permanent and how is that defensible?

I suspect that you, the legislature, mainly think about these types of measures as they apply to large-scale, possibly corporate and/or anonymous long-distance owners—people from the ranks of wealthy Goliaths who deserve punishment for their insensitive behavior. In those cases, this type of legislation would be like telling rental car companies that once they rent out a car, they can't ever make anyone return it (as long the borrower keeps paying the rental fees). It's weird, but you think it doesn't really cause anyone any harm—those cars are just business stock—and sticking up for David seems morally appropriate, since David really needs a car. If you were going to apply this legislation only to large multifamily complexes, that analogy might work.

But it's not a reasonable analogy for how they will affect small-scale owners and owners of single-family residences. Imagine applying the "logic" of these measures to other items of personal property. Or to *your* belongings. Here's how it would go:

I don't have a car, because I can't afford one; your family has three. I have some event happening over the weekend where having a car would be really, really helpful, so I ask you if I can borrow your car for the weekend. You loan it to me, with the agreement that I'll give you $20 for expenses, and return it vacuumed and with the tank full.

When the end of the weekend rolls around, all I can think about is how much easier my life would be if I had a car—it would take an hour off my work commute in each direction and would make it so much easier for me to buy my aging parents' groceries, not to mention get my kids places. So at the end of the weekend, I call you up and say I'm going to keep your car, thank you very much.

You are flabbergasted. But it turns out—I can do that! I don't *have* to give it back to you! There's this funny law on the books that says as long as I keep up my part of the agreement, I can keep it until *I* decide I'm done with it. *You* **have** to keep paying the insurance and the loan payment. And you can't change the terms on which I have your car. But the only way you can force me to return it, is by cutting me a check for a $1000, so I can procure a different one.

Why is that okay? Is there anyone in the legislature who would agree to that kind of a system? (And if your answer is "yes," I want to talk to you about borrowing your car.)

Where does this idea come from, that if I let you use something I own, and then I want it back, I have suddenly become responsible for providing you with a substitute, first? That I have to pay you off, to get back what was mine to begin with? If I loan you my winter jacket, do I have to buy you a sweater before I can get it back?? In any other context, that kind of an arrangement would be considered extortion. And honestly, that's what it feels like.