

We are a very small family business that has a few residential and commercial properties in Bend, Oregon. We have kept our rental properties both commercial and residential properties under market rent anywhere from 15-50% over the last decade. Because of this we do live paycheck to paycheck.

While we keep our business and personal expenses as low as we can, I am wondering what options we have as a small business that will support us during this time if renters are given to much room not to pay simply or cannot afford to pay.

We want to work with our tenants and provide relief for during this time. We have reached out to most of our tenants over the last two weeks asking for them to communicate with us about hardships that come up for them during this time. It has always been important to us to work with our tenants and provide them stability and more expendable income, even if it has limited us from keeping up with construction, labor, insurance, property tax, and material cost doing the same and having less to set aside for capital expenses.

The last recession was tough, as property owners we also have obligations to the lenders, paying property taxes, maintenance, and insurance, we get little relief. We are left to deal with large financial institutions or county, which for us has been a dead end. Selling off properties at discount prices to relieve the financial pressure, this business model just doesn't work anymore. I would like our government to step in and look at our landlord-tenant relationship as connected, as landlords are a business too, but many private individuals too.

- I would like a moratorium on mortgage payments and not with interest, we don't ask our tenants to pay us interest. If tenants can get relief from both federal and state levels, and they get rent relief, then landlords will write off that owed rent, and therefor Lenders should do the same. I am asking for our government to require these lenders to discount/reduce/ write off all interest (NOT MERELY DEFER IT), due to the Landlord's loss of income is being effected through reduced or non-payment of rent.
- I want to mention that Bend, Oregon, has a significant amount of population that works remotely. Some of our residential tenants work from home, and we have individual renters in our properties that have salaries 3X what I make annually, and their business has not been affected by this from what I can tell. I am wondering if they could claim hardship and decide not to pay rent simply because they don't want to, while I then struggle to pay the lender, pay for groceries, and have no way to hold tenants responsible for taking advantage of the situation. I can't evict. Shouldn't they have to provide proof of hardship, or payment is made directly to landlords from unemployment or disaster relief sources. If we can't pay, it will be the lenders evicting the tenants, and then soon foreclosing on the landlord's primary home because of non-payment. After all, this is a cycle.
- If we were going to evict a tenant or give them notice that we aren't renewing before one year is upon their initial term, either because of constant

bad behavior or failure to follow the agreement, if we cannot evict them, are we then not obligated to follow SB 608 requirements.

- Also if we lower rent or reduce it, are we stuck with not being able to increase it when a tenant gets back on their feet? Would we then have to increase it by SB 608's limits?

In addition, I also support the Oregon Rental Housing Association's thoughts. Which I have cut and pasted below:

We support direct rent assistance payments to landlords for the following reasons:

- Disaster relief needs to be for both tenants and landlords to ensure that renters retain their housing and landlords can continue to operate. Direct payments to landlords will keep the supply chain functioning, including mortgages, insurance, maintenance, etc. This isn't just about making sure that landlords get their money. Housing stability for our communities should be front and center during this crisis.
- A moratorium on mortgage payments provides some relief, but it doesn't provide income. Some landlords depend on their tenants' rent payments for their main source of income for food, medicine and utilities; we don't want to create a new category of people who need help.
- Rental properties require maintenance. If landlords don't have the money to pay for needed maintenance due to the crisis, they may face punitive damage awards for failure to maintain the unit.
- As our government officials pour money into the economy to mitigate the short- and long-term impacts of this crisis, part of what needs to happen is for people to keep buying goods and services to lubricate the economy and minimize the damage we are facing. Direct payments to landlords for the tenants who need help will be a vital way to infuse funds in to the local economies.
- Not all tenants need help. While many have been temporarily suspended from working, many are working from home, or have resources available to help them weather the storm. There needs to be some sort of needs test to determine whether the inability to pay rent is related to Covid-19 or not. Tenants should have to provide some sort of documentation from their employer that there is no work available, and that unemployment benefits for the household do not meet their needs for food, shelter and utilities. Gathering this data could also provide much needed information to the state regarding impacted communities. This could help inform future planning for unexpected crises that will undoubtedly come our way.
- Other pressing issues for some landlords are current pending notices for bad behavior by tenants, or termination notices issued prior to this time. Can these evictions still be processed and executed, or do landlords have to sit tight while the tenant continues to damage the property, disturb the quiet enjoyment of the neighbors, and even commit criminal acts while being protected from eviction? Also, under current law, once a notice of termination has expired, if the landlord

accepts rent for any period beyond the termination date, they waive their right to terminate on that notice. With the implementation of SB 608 and the subsequent restrictions on termination of tenancy after the first year, a landlord could get into a real bind. Can waiver rules be temporarily suspended due to this crisis allowing landlords to accept rent, but still keep their notice valid?

These and other issues will deeply impact housing providers throughout the state and our nation, leading to possibly devastating impacts to rental owners and the people we house. We urge you to consider the unintended consequences of your decisions now and in the coming days and find a middle ground that takes these concerns into account.

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