

Dear Committee, Representative Boshart-Davis, and Senator Sara Gelser:

Thank you for your tireless work on behalf of Oregonians. It is my hope you will read this letter written to you in regards to LC-18.

I have been a licensed property manager since December of 1987. I have owned my own rentals since 1989, and owned my own rental management company since then as well. I have seen a lot of economic cycles, real estate boom and bust, success and hardship, and met some of the most wonderful people in that time. To have made this my career was the right choice for me. We treat everyone we come in contact with: property owners, vendors, our tenants, and our staff, like they are people first. We take pride in our units, take care of our clients and customers, and depend on a great reputation.

I think there are some good measures in LC-18. The requirement that a tenant sign a form declaring their hardship to be eligible for assistance is a good first step. To make that better they should sign that form, provide documentation related to the hardship, and then be able to apply directly to the state for assistance sent to the landlord. Asking landlords to give grace on rents that are late or not paid from tenants who have had no Covid-19 related hardship (or fire related hardship) is too much. A blanket moratorium across the state gives too many people who want to see "the man" suffer, an opportunity to create economic disruption.

There are some truly poor ideas in LC-18. These include the state inserting itself into contracts to which it is not a party (changing terms and expectations), creating an expectation that landlords should somehow be pleased with a 20% reduction in money owed to them for services performed, and creating a document that once we get past whatever ending date the moratoriums stop being renewed will be a haven for attorneys in court. It could be a lot simpler!

Allow me to explain:

- 1) So many times you have tried to change PERS only to be told by the Oregon Supreme Court you can't change an existing contract. What makes you think the measures you have taken since March of this year are any different? An economic disruption, created by government.
- 2) Will you require grocery stores, gas stations, clothing stores, gyms and fitness centers, utility companies, and any other enterprise to also take a 20% cut in deserved/earned revenue? Will you require them to pay back moneys already received? What about those landlords that had tenants who took personal responsibility and paid their rent in full? Do we have to make a "market" adjustment to keep the State of Oregon happy? An economic disruption, created by government.
- 3) The provisions in the document for when, where, how much, what can/can't be charged, etc are so convoluted that if a landlord brings a case to court for eviction after the moratoriums have expired that landlord will find a room full of attorneys vying to take the tenant's case knowing it is likely a mistake was made somewhere and the attorney can profit from it. This will have a "chilling" effect on small landlords choosing to evict a non-paying tenant. Another economic disruption, created by government.

Please reconsider most of what is written in LC-18. Keep it simple, help those that truly need it and can prove it, and let landlords and tenants work together to find solutions. Easy, documentable access, by tenants in need, to funds that can cover unpaid rent (sent directly to the landlord) is the best solution. My company has been using this approach to nearly 100% success since April (actually even

before) with various organizations that have funds. The only tenants who haven't used it are the ones who have been working steadily, have kept their income, but have the state-supported opportunity to make a financial "screw you" statement to their landlord without retribution or consequence. A dangerous road to travel, indeed.

Respectfully,

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