

Requested by Senator GIROD

**PROPOSED AMENDMENTS TO
HOUSE BILL 4401**

1 On page 2 of the printed bill, delete lines 6 through 45.

2 On page 3, delete lines 1 and 2 and insert:

3 **“SECTION 2. (1) The Housing and Community Services Department**
4 **shall make distributions to compensate residential landlords for 80**
5 **percent of the past-due rent of qualified tenants that the landlord has**
6 **not collected after April 1, 2020, if the landlord or the landlord’s**
7 **designee:**

8 **“(a) Submits an application to the department for all of the**
9 **landlord’s tenants who have not paid rent and have delivered to the**
10 **landlord a signed declaration under section 7 (1)(b) of this 2020 third**
11 **special session Act;**

12 **“(b) Includes in the application a copy of the tenants’ declarations;**

13 **“(c) Provides the department with a description of the unpaid rent**
14 **for all current tenants;**

15 **“(d) Agrees to forgive one-half of the remaining 20 percent of the**
16 **unpaid rent due from qualified tenants that has accrued between April**
17 **1, 2020, and the date of the application, upon receiving a distribution**
18 **under this subsection;**

19 **“(e) Agrees to repay to the department any amount that was paid**
20 **to the landlord under this section and the landlord later receives from**
21 **the qualified tenant or on the tenant’s behalf that is in excess of the**

1 tenant's remaining 10 percent balance of unpaid rent, within the pe-
2 riod requested by the department;

3 “(f) Is not a member of the tenant’s immediate family, as defined
4 in ORS 90.427;

5 “(g) During the pendency of the distribution application, agrees to
6 not give a termination notice without cause or for nonpayment, as
7 those terms are defined in section 3, chapter 13, Oregon Laws 2020
8 (first special session) (Enrolled House Bill 4213); and

9 “(h) Provides any other information or materials required by the
10 department.

11 “(2)(a) The department shall develop an online application for
12 landlords to apply for distributions under this section.

13 “(b) The application must be made available in languages other
14 than English.

15 “(c) The application period must be open more than once to allow
16 for greater outreach and participation.

17 “(3) Notwithstanding section 3, chapter 13, Oregon Laws 2020 (first
18 special session) (Enrolled House Bill 4213), and section 7 of this 2020
19 third special session Act, a landlord may not terminate a tenancy for
20 a tenant’s nonpayment of the 10 percent balance after receiving a
21 distribution under this section.

22 “(4) The department may establish any qualifications, priorities,
23 restrictions or limits on the distributions made under this section, to
24 prioritize landlords with fewer units and landlords with a higher per-
25 centage of unpaid rents. Restrictions or limits may include:

26 “(a) Limits per tenant, per landlord or per time period;

27 “(b) The number of units a landlord must own; or

28 “(c) The percentage or amount of total rent unpaid.

29 “(5) The department may coordinate with local housing authorities
30 to administer this section, including through making distributions to

1 **landlords.**

2 **“(6) The department or local housing authority shall mail to ten-**
3 **ants copies of a notice of distribution to their landlords and the**
4 **amount of rent forgiveness agreed to by their landlords.**

5 **“(7) The department may conduct outreach to landlords and ten-**
6 **ants, including outreach to non-English speakers.**

7 **“(8) Notwithstanding ORS 276A.300, 279A.025, 279A.050 (6)(g),**
8 **279A.205 and 456.571, the department shall expedite the implementation**
9 **of the landlord compensation fund.**

10 **“(9) As used in this section, ‘landlord’ includes a manufactured**
11 **dwelling park nonprofit cooperative as defined in ORS 62.803.”**

12 On page 3, delete lines 22 through 45 and delete pages 4 through 6.

13 On page 7, delete lines 1 through 7 and insert:

14 **“SECTION 7. (1) The emergency period and the end of the grace**
15 **period under this section and section 3, chapter 13, Oregon Laws 2020**
16 **(first special session) (Enrolled House Bill 4312), are extended until**
17 **June 30, 2021, if:**

18 **“(a) A landlord does not deliver to the tenant in writing a copy of**
19 **both the notice and declaration form under subsection (2) of this sec-**
20 **tion along with:**

21 **“(A) Any notice given under section 3 (5)(c), chapter 13, Oregon**
22 **Laws 2020 (first special session) (Enrolled House Bill 4213);**

23 **“(B) Every termination notice for nonpayment delivered before**
24 **June 30, 2021; and**

25 **“(C) Any summons for eviction based on a termination notice for**
26 **nonpayment delivered before June 30, 2021; or**

27 **“(b) The tenant has, at any time, signed a copy of the declaration**
28 **under subsection (3)(b) of this section, including any translation under**
29 **subsection (4) of this section, and has delivered the declaration to the**
30 **landlord in writing or by any other method reasonably calculated to**

1 achieve receipt of the declaration by the landlord, including by sending
2 a copy or photograph of the declaration by electronic mail or text
3 message.

4 “(2) After a tenant delivers a copy of the declaration under sub-
5 section (1)(b) of this section, the emergency period and end of the
6 grace period are extended and a landlord may not take or attempt to
7 take any action to interfere with a tenant’s possession described in
8 section 3 (2), chapter 13, Oregon Laws 2020 (first special session) (En-
9 rolled House Bill 4213), until June 30, 2021.

10 “(3)(a) The notice that must be delivered by the landlord under
11 subsection (1) of this section must be in substantially the following
12 form:

13 “

14 **Notice of Eviction Protection**

15
16 **THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS**
17 **TO PROTECTION AGAINST EVICTION FOR NONPAYMENT.**

18
19 **For information in Spanish, Korean, Russian, Vietnamese or**
20 **Chinese, go to the Judicial Department website at**
21 **www.courts.oregon.gov.**

22
23 **Until June 30, 2021, you may be protected from eviction for non-**
24 **payment of rent.**

25
26 **IF YOU ARE UNABLE TO PAY YOUR RENT BECAUSE OF A FI-**
27 **NANCIAL HARDSHIP RELATED TO THE COVID-19 PANDEMIC**
28 **THAT OCCURRED ON OR AFTER MARCH 16, 2020, GIVE THE AT-**
29 **TACHED FORM TO YOUR LANDLORD TO QUALIFY FOR PRO-**
30 **TECTION.**

1 To be protected, you must provide your landlord with a signed
2 declaration, stating that you have experienced financial hardship be-
3 cause of one or more of these conditions related to the COVID-19
4 pandemic on or after March 16, 2020:

- 5 • Loss of household income;
- 6 • Increased medical expenses;
- 7 • Loss of work or wages;
- 8 • Increased child care responsibilities or responsibilities to care for
9 a person with a disability or a person who is elderly, injured or sick;
- 10 • Increased costs for child care or caring for a person with a disa-
11 bility or a person who is elderly, injured or sick; or
- 12 • Other circumstances that have reduced income or increased ex-
13 penses.

14
15 **ONCE YOU HAVE PROVIDED THIS FORM TO YOUR LANDLORD,**
16 **THE LANDLORD CANNOT FILE, THREATEN TO FILE OR COM-**
17 **plete AN EVICTION AGAINST YOU FOR NONPAYMENT UNTIL**
18 **JULY 1, 2021.**

19
20 The declaration form is attached to this notice. The form can also be
21 found translated into multiple other languages at
22 www.courts.oregon.gov. You may give this form to your landlord in
23 person, by first class mail or, if available, by sending a copy or pho-
24 tograph of this form by e-mail or text message. Tenants are advised
25 to keep a copy of the form and a record of providing it to the landlord.

26
27 **Please note:**

- 28 • You still owe rent, as required by your rental agreement. Any
29 unpaid rent must be paid by July 1, 2021. You may qualify for help
30 paying your rent. See this notice for resources.

1 • Your landlord cannot charge late fees for any portion of unpaid
2 rent from April 1, 2020, through June 30, 2021.

3 • If you are unable to pay your rent, give the attached declaration
4 form to your landlord as soon as possible. You can submit this form
5 to your landlord at any time. You do not have to wait until you have
6 a nonpayment notice. If you have experienced financial hardship, fill
7 out and submit the form immediately.

8 • You can still be evicted for violations of the rental agreement,
9 other than nonpayment of rent.

10 • You cannot be evicted without cause before July 1, 2021, except
11 for circumstances under ORS 90.427 (5) involving the demolition or
12 conversion of the dwelling unit, major repairs or renovations when the
13 dwelling unit is or will be unsafe to occupy or the occupancy of your
14 dwelling unit by your landlord, the landlord's family member or
15 someone who purchases the dwelling unit.

16

17 **TENANT RESOURCES**

18

19 For help paying your rent and for referrals to other support services
20 such as food stamps, health benefits, unemployment insurance and
21 other public benefits, dial 211 or go to www.211.org. To find free legal
22 assistance for low-income Oregonians, go to www.oregonlawhelp.org.

23 “ _____

24 “(b) The declaration that must be delivered by the landlord and may
25 be completed by a tenant under subsection (1)(b) of this section must
26 be in substantially the following form:

27 “ _____

28 **DECLARATION OF FINANCIAL HARDSHIP FOR EVICTION PRO-**
29 **TECTION**

30

1 This form may be given to the landlord in person, by first class mail
2 or, if available, by sending a copy or photograph by e-mail or text
3 message.

4
5 I, _____ (tenant's name), am a tenant
6 at _____ (tenant's address). I am
7 unable to pay my obligations under the rental agreement because of
8 one or more of the reasons below that have impacted me since March
9 16, 2020:

- 10 • Loss of household income due to the COVID-19 pandemic;
- 11 • Increased medical expenses due to the COVID-19 pandemic;
- 12 • Loss of work or wages due to the COVID-19 pandemic;
- 13 • Increased responsibilities due to the COVID-19 pandemic for child
14 care or to care for a person with a disability or a person who is elderly,
15 injured or sick;
- 16 • Increased costs due to the COVID-19 pandemic for child care or
17 caring for a person with a disability or a person who is elderly, injured
18 or sick; or
- 19 • Other circumstances related to the COVID-19 pandemic that have
20 reduced my income or increased my expenses.

21
22 Any public assistance, including unemployment insurance, pandemic
23 unemployment assistance and other public assistance that I have re-
24 ceived on or after March 16, 2020, does not fully make up for my loss
25 of income or increased expenses. I understand that I still owe my rent,
26 which must be paid by July 1, 2021. I understand that I must comply
27 with other obligations that I may have under my rental agreement.

28
29 I hereby declare that the above statement is true to the best of my
30 knowledge and belief, and that I understand it may be used as evidence

1 in court and is subject to penalty for perjury.

2

3 _____ (tenant's signature)

4 _____ (date)

5 “

6 “(4)(a) The Judicial Department shall translate the notice and dec-
7 laration form under subsection (3) of this section into the Spanish,
8 Korean, Russian, Vietnamese and Chinese languages and shall display
9 the English and translated forms prominently from the main webpage
10 at www.courts.oregon.gov.

11 “(b) Each form on the Judicial Department website must include a
12 statement in English, Spanish, Korean, Russian, Vietnamese and
13 Chinese indicating that the form and translations can be found on the
14 Judicial Department website and include the web address where the
15 forms may be found.

16 “(5) A landlord who files a complaint for possession under ORS
17 105.105 to 105.168 based on a notice for nonpayment under ORS 90.392,
18 90.394 or 90.630 shall file with the complaint a declaration under pen-
19 alty of perjury stating that the landlord has complied with subsection
20 (1)(a) of this section and that the landlord is not aware of any decla-
21 ration signed or delivered by the tenant under subsection (1)(b) of this
22 section.

23 “(6) The court shall enter a judgment dismissing a complaint for
24 possession filed under ORS 105.105 to 105.168 before the end of the
25 grace period based solely on a nonpayment balance if the court deter-
26 mines that:

27 “(a) The landlord failed to give the notice and form as required by
28 subsection (1)(a) of this section; or

29 “(b) At any time during or prior to the first appearance, the tenant
30 has signed and delivered to the landlord a copy of the declaration de-

1 scribed in subsection (3)(b) of this section.

2 “(7) A landlord may not:

3 “(a) Challenge the accuracy of a tenant’s declaration under this
4 section in a proceeding under ORS 105.105 to 105.168;

5 “(b) Require additional information from a tenant in the declaration
6 under subsection (3)(b) of this section;

7 “(c) Require the delivery of more than one declaration under sub-
8 section (1)(b) of this section per household or tenancy;

9 “(d) Prohibit the tenant from submitting the declaration in a lan-
10 guage other than English if the tenant uses a form available under
11 subsection (4) of this section; or

12 “(e) Prohibit the tenant from delivering the declaration under sub-
13 section (1)(b) of this section in any manner, format or means available
14 to the tenant, including by sending a copy or photograph of this form
15 by electronic mail or text message.

16 “(8)(a) If a landlord violates this section or section 3, chapter 13,
17 Oregon Laws 2020 (first special session) (Enrolled House Bill 4213):

18 “(A) A tenant may obtain injunctive relief to recover possession or
19 address any other violation and may recover from the landlord an
20 amount equal to three months’ periodic rent plus any actual damages;
21 and

22 “(B) The tenant has a defense to an action for possession by the
23 landlord.

24 “(b) Notwithstanding ORS 105.137 (4), if a tenant asserts a success-
25 ful defense under paragraph (a) of this subsection to an action for
26 possession, the tenant is not entitled to prevailing party fees, attorney
27 fees or costs and disbursements if the landlord:

28 “(A) Had delivered to the tenant the notice and form described in
29 subsection (3) of this section as required and did not know, and did
30 not have reasonable cause to know, at the time of commencing the

1 **action that the tenant had submitted a completed form; and**
2 **“(B) Promptly dismissed the action upon becoming aware of the**
3 **completed form.”.**

4
