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Gov. Brown Extends Eviction Moratorium

RENTAL HOUSING JOURNAL

Oregon Governor Kate Brown has extended the eviction moratorium preventing residential evictions for non-payment of rent and other no-cause evictions from September 30 to December 31, 2020, according to a release.

In the spring, in the first special session of this year, the legislature passed House Bill 4213, establishing a residential and commercial eviction moratorium through September 30, 2020, with a six-month repayment period. The governor’s new executive order will be in place until the Oregon Legislature can convene later this year to address housing issues.

“Every Oregonian deserves a warm, safe, dry place to call home,” Brown said in the release. “Since

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Portland Landlords Who Raise Rent Must Pay to Move Tenants

RENTAL HOUSING JOURNAL

The Portland City Council has unanimously approved a measure effective immediately requiring landlords who raise rent by any amount to pay relocation costs to move tenants who do not want to pay the rent increase.

“We are in the midst of a pandemic, and we need to do everything we can to keep Portlanders in their homes,” Mayor Ted Wheeler said in a release. “Simply put, this is a public-health issue. Stable housing is the foundation of health, and this relief measure will help protect Portland renters through the worst of this crisis.”

Previous code allowed rent increases of up to 10 percent without landlords being required to cover the moving costs of tenants. This temporary change in code



Portland Mayor Ted Wheeler

will require relocation assistance for any rent increase between now and March 31, 2021, should a renter need to move out because they are unable to afford it.

Wheeler said the pandemic has exacerbated the housing-affordability

problem in Portland and “now in a time of high unemployment” and “when safe housing is critical to maintaining public health, we are continuing to hear about rents going up,” Wheeler said at a press conference, “further challenging households that are already struggling to make their rent payments.

“It’s likely that any rent increase would force renters to have to relocate while we’re in the middle of this pandemic. We need to do our part to protect renters from the tidal wave of evictions that we know is coming. We need to support renters who may need to relocate due to rent increases.

“We also need to make sure that our local property owners who rent their homes to Portlanders are not foreclosed

See ‘Landlords’ on Page 7

NAA Sues to Halt Eviction Moratorium

RENTAL HOUSING JOURNAL

The National Apartment Association (NAA) has joined a lawsuit filed by the New Civil Liberties Alliance (NCLA), “challenging the U.S. Centers for Disease Control and Prevention’s (CDC) overreaching eviction-moratorium order,” according to a release.

The complaint, Richard Lee Brown, et al. v. Secretary Alex Azar, et al., includes several plaintiffs alongside the NAA who say they have been directly and irreparably damaged by the CDC order and have faced significant economic damages. NCLA has also requested a temporary restraining order, also known as a preliminary injunction, asking the court to stop the CDC from enforcing its unlawful order.

“While the CDC has an inherent interest

in slowing and preventing transmission of communicable disease, the eviction-moratorium order does not fall under their purview and overrules state laws throughout the country that protect both rental housing providers and their residents,” the NAA said in the release.

The lawsuit challenges the CDC’s authority to enact such an order, “as they have not identified an act of Congress that gives them this authority. Put simply, federal agencies do not have powers to waive state laws and the CDC has encroached on private property rights with no legal authority.”

The CDC, as part of the Department of Health and Human Services, cites section 361 of the Public Health Act, part of the United States Code of Laws, as the source of its federal authority. The

act says that the surgeon general may “make and enforce such regulations as in his judgment are necessary to prevent the introduction, transmission, or spread of communicable diseases,” from foreign countries into the United States or from one state to another.

“In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease,” the CDC statement says. It notes that such actions help state and local authorities to implement stay-at-home orders more easily, and protects public health by preventing homelessness, a situation in which the virus can spread more easily.

The NAA release makes the point that

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Three 1031 Exchange Alternatives

By Jason Salmon

Senior Vice President & Managing Director of Real Estate Analytics, Kay Properties and Investments, LLC

1031 Exchange Alternative #1 — Utilizing a 1031 exchange into DST 1031 properties:

Delaware Statutory Trust (DST) real estate has been a great way for investors to participate in passive, professionally managed real estate for their 1031 exchanges since the IRS enacted Revenue Ruling 2004-86 which effectively blessed the use of a properly structured DST 1031 investment as “like kind” for the purposes of a 1031 exchange. The DST investment structure of real estate ownership has given investors the potential to diversify across several property sectors, geographic locations and with various managers. For those that wish to focus on areas of life like family, hobbies and travel instead of dealing with tenants or just having to be constantly concerned with the value of hands-on real estate and the best time to sell, DSTs can potentially be the right thing at the right time.

1031 Exchange Alternative #2 — Utilizing a Qualified Opportunity Zone Fund in lieu of a 1031 Exchange:

Qualified Opportunity Zone Funds are relatively recent investment vehicles whereby investors can place capital gains (within a certain time-line of selling) into real estate investments. Through the Tax Cuts and Jobs Act, certain areas that have been mandated as Opportunity Zones according to the IRS as “an economically distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment.” It should be noted though, that Opportunity Zones are not necessarily used as a 1031 exchange, but rather another option in the case of a failed 1031 exchange or a potential tax-deferral tool for other investments with gains such as stock or the sale of a business.

1031 Exchange Alternative #3 — The 721 Exchange or UPREIT:

Many investors that want to do a 1031 exchange, but don’t want the hassle of day-to-day management, and/or want diversification—and with a working knowledge of Real Estate Investment Trusts (REITs) ask “why can’t I invest in these vehicles for my 1031 exchange?” Because of very specific guidelines for what is considered “like-kind” real estate, REITs are not eligible for 1031 exchange. However, through an UPREIT transaction which stands for Umbrella Partnership Real Estate Investment Trust, it can potentially be possible through a series of steps. With a 721 exchange, instead of a 1031 exchange, investors may exchange property for OP or Operating Partnership units in the REIT. This might be easier said than done since the REIT would have to want to bring the relinquished property in and all parties would have to agree on terms, but it’s possible. Investors should also consider whether the REIT is public or private and the likelihood that they would have interest in conducting another tax-deferred exchange going forward since that would not be possible once this type of transaction has been made.

About Kay Properties and www.kpi1031.com

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Multhomah County Extends Eviction Moratorium

State Also Expected to Extend Renter Protections When Legislature Meets in November

RENTAL HOUSING JOURNAL

The Multnomah County Board of Commissioners has approved a local extension of the COVID-19 non-payment eviction ban, according to a release.

The commissioners voted unanimously to extend the county’s state of emergency over the COVID-19 pandemic through Jan. 8, 2021.

That means, through Jan. 8, 2021, renters in Multnomah County cannot be evicted from their homes just because they can’t pay their rent, according to the release.

Renters in Multnomah County also will continue to have six months after the end of the moratorium to pay back any

accrued rent. That grace period will now start Jan. 8, 2021.

The state’s moratorium had been set to expire at the end of September.

Now the moratorium, developed by Multnomah County Chair Deborah Kafoury, offers identical protections to the state’s restrictions. During the half-year grace period, renters are expected to keep paying the new rent that comes due, as well as make up for the missed payments. Tenants do not need to prove they couldn’t pay in order to be protected under the moratorium. Portland is expected to follow the county’s lead in extending its moratorium.

“We’re avoiding mass evictions at this

moment, but we really need the federal government to pass the HEROES Act or some other legislation in a similar vein to help not only renters but also landlords of all these months of unpaid rent,” Kafoury told Oregon Public Broadcasting.

Kafoury said she expects the state to extend its eviction moratorium when the legislature meets in November. For residents outside Multnomah County who don’t have a local moratorium, this means they will be protected solely by the federal moratorium announced by the Centers for Disease Control and Prevention (CDC) until the state takes the issue up again.

Troy Pickard, a tenant attorney based in Portland, said the federal version offers a safety net for Oregonian renters, but it’s

not as strong as the one that was offered by the state.

“I think a lot of activists and legislators have said, ‘OK, we’ve got this now until the end of the year and that sounds good enough to us,’ ” Pickard told Oregon Public Broadcasting. But, he notes, unlike the state’s moratorium, the federal version requires tenants to fill out a form and give it to their landlord to trigger the protections. Individual renters must expect to make less than \$99,000 this year and sign a statement that they are unable to pay rent “due to substantial loss of household income, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses,” among other declarations.

Debt Piling Up as Renters Continue to Struggle

RENTAL HOUSING JOURNAL

A new survey shows 32 percent of renters had pandemic-rent debt from previous months still due in the first week of September, but that number had dropped to 10 percent by the second week of the month, according to Apartment List.

“Renters continue to struggle to make housing payments. This month, we found 10 percent of renters failed to make their full August payment by the end of the month, and one in six started September owing about \$1,000 in missed rent,” the survey said.

“While our first-week non-payment rate came in at 32 percent, most of these are

made up with late payments throughout the remainder of the month,” said Chris Salviati, Housing Economist for Apartment List. He said non-payment of rent is less prevalent in large multifamily buildings.

“Despite the slight improvement in September payments, many renters are still worried about unpaid rent obligations from prior months.

“One-in-three renters started September with outstanding back rent owed, nearly unchanged from August. Among those with unpaid rent bills, close to half owe their landlords less than \$1,000, while just five percent of all renters owe more than \$2,000.

“These results indicate that another round of stimulus payments of a scale similar to those that went out earlier this year could help a significant share of renters catch up on their rent,” the report said.

The pandemic has exacerbated long-standing concerns around financial instability and housing insecurity.

“These challenges, however, have not affected all segments of the population evenly. Segmenting our survey data by race illuminates significant variation in the prevalence of unpaid housing bills.

“The share of white renters with unpaid rent is well below the overall rate at 24 percent. Meanwhile, Black and Hispanic

renters are far more likely to owe unpaid rent, with rates of 48 percent and 41 percent, respectively,” the report says.

With less discretionary spending to cut and fewer savings to draw on, these households are more likely to turn to other sources. Black respondents are most likely to have borrowed money from family or friends (28 percent compared to the overall rate of 18 percent) and Hispanic respondents are most likely to have sold assets (23 percent compared to 16 percent overall).

“As the COVID-19 pandemic continues to disrupt all aspects of daily life, making housing payments remains a struggle for a startlingly high share of Americans.

Although this month’s data represents a slight improvement, nearly one in three survey respondents started this month with unpaid rent or mortgage owed from a prior month. In order to meet their financial obligations amid heightened economic uncertainty, renters and homeowners alike are making a variety of financial sacrifices as a direct result of the pandemic.

“Although the CDC’s recent pause on evictions has delayed the worst outcomes, missed housing payments remain a major concern in today’s economy,” Apartment List says in the report.

Seattle Landlords and Rental Housing Association Sue City

RENTAL HOUSING JOURNAL

A group of landlords and the Rental Housing Association of Washington (RHAWA) have sued the city of Seattle over the set of rules restricting evictions for six months after the mayor’s order expires, according to a release.

“To be clear: We are not challenging Gov. Inslee’s or Mayor Durkan’s emergency COVID-19 executive orders,” the RHAWA said. “We are challenging the City Council’s post-COVID eviction ban, which takes effect for six months after the COVID-19 emergency ends.

“We are also challenging Councilwoman (Kshama) Sawant’s winter eviction ban that passed in February of 2020. These ordinances are the latest example of the Seattle City Council wading into policies it knows little about, creating all new housing problems, and solving nothing.

“Combined, the two ordinances prevent small housing providers from covering their taxes, mortgages, and maintenance costs, when their residents cannot or refuse to pay rent. The suit also challenges the one-size-fits-all payment-plan ordinance that the council passed that fails to consider individualized landlord and tenant circumstances,” the RHAWA said.

The Seattle city attorney’s office responded to the lawsuit saying, “We intend to defend the city in this matter, and we’ll begin investigating the claims.”

Scott Dolfay, one of the landlords included in the lawsuit, said in the release, “Our current residents stopped paying their rent and owe us more than \$5,000, not to mention \$800 in utility fees and money to repair visible damage to the outside of the house and yard. We rely on that rental income to pay taxes, make repairs, pay our loan, and keep the home in good shape for residents to enjoy.”

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WEBINAR SERIES



MULTIFAMILY NW
The Association Promoting Quality Rental Housing

FORMS OF THE MONTH

M522 OR – Portland Unit Inventory

PHB 30.01.087.c1 Fixture, Appliance, Equipment and
Personal Property Depreciation Schedule



MULTIFAMILY NW
The Association Promoting Quality Rental Housing

CITY OF PORTLAND, OREGON

UNIT INVENTORY



MOVE-IN DATE: _____ PROPERTY NAME / NUMBER: _____

RESIDENT NAME(S): _____

UNIT NUMBER: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

OF BEDROOMS: _____ # OF BATHROOMS: _____

ITEM	QUANTITY	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	YEARS REMAINING	DEPRECIATED VALUE/ COST TO REPLACE
LIVING ROOM/ENTRY					
Floor Material		\$			\$
Doors		\$			\$
Door Frames		\$			\$
Knobs		\$			\$
Locks		\$			\$
Sliding Door		\$			\$
Windows		\$			\$
Screens		\$			\$
Window Coverings		\$			\$
Light Fixtures		\$			\$
Ceiling Fan		\$			\$
Bulbs		\$			\$
Electric Outlets		\$			\$
Switches		\$			\$
Outlet/Switch Covers		\$			\$
Heater		\$			\$
Thermostat		\$			\$
Fireplace		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
KITCHEN/DINING ROOM					
Floor Material		\$			\$
Sliding Door		\$			\$
Windows		\$			\$
Screens		\$			\$
Window Coverings		\$			\$
Light Fixtures		\$			\$
Ceiling Fan		\$			\$

☐ ON SITE

☐ RESIDENT

☐ MAIN OFFICE (IF REQUIRED)

PAGE 1 OF 8



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Housing Bureau

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Fixture, Appliance, Equipment, and Personal Property Depreciation Schedule

Required Under Portland City Code Title 30.01.087.C.1

Within the City of Portland, a landlord may only apply security deposit funds for the repair and replacement of those fixtures, appliances, equipment, or personal property that are identified in the rental agreement and to which a value is attached in accordance with the depreciation schedule published in this notice.

A landlord may provide documentation reasonably acceptable to a tenant demonstrating why a different calculation is justified for a particular item so long as the documentation includes:

1. The current depreciated value of the fixture, appliance, equipment, or personal property;
2. An explanation of why the depreciated value derived from the Depreciation Schedule is inapplicable for the fixture, appliance, equipment, or personal property; and
3. A justification of how the repair or alternative replacement cost of the fixture, appliance, equipment, or personal property has been calculated or determined.

City of Portland Requirements

When determining the amount of security deposit funds to withhold for the repair and replacement of appliances or equipment, fixtures, or personal property, a landlord must discount the estimated original purchase price by the following depreciation schedule:

Appliances or Equipment (includes items such as refrigerators, microwave ovens, stovetops, ovens, dishwashers, etc.) depreciate over 15 years, or 6.67% per year.

Fixtures that are Carpets and Window Dressings (includes items such as carpet, flooring that is not permanently attached, blinds, curtains, etc.) depreciate over 10 years, or 10% per year.

Fixtures not including Carpets and Window Dressings (includes items such as faucets, sinks, toilets, tubs, permanently attached flooring, cabinetry, etc.) depreciate over 20 years, or 5% per year.

Personal Property (includes all other non-structural elements not covered by the fixtures, appliances, or equipment depreciation schedule) depreciate over 30 years, or 3.34% per year.

Depreciation Schedule
Form 30.01.087.C.1 (valid through March 2021)
Page 1 of 3



SAFETY

The Portland Unit Inventory form was created in March of 2020 for compliance with Portland’s FAIR Ordinances that cap the amount of allowed security deposit and further restrict how the held security deposits can be applied to damage sustained to the rental unit. This form is a template designed to catalog all rental unit amenities that could be damaged with columns for Purchase Price, Purchase Date, Years Remaining and Depreciated Value/Cost to Replace. The City of Portland has provided the form PHB 30.01.087.c1 Fixture, Appliance, Equipment and Personal Property Depreciation Schedule to determine depreciation values. Failure to disclose this information limits the Owner/Agent’s access to held security deposit funds to compensate for tenant caused damage beyond normal wear and tear. Multifamily NW has held many trainings on Portland’s FAIR Ordinances and will continue to offer more educational opportunities. Contact your landlord/tenant law attorney to verify you have the authority to use any held security deposit funds for damages.

Multifamily NW Webinar Schedule

OCTOBER 5	WEBINAR: LANDLORD TENANT LAW 1-PART B	10:00 AM - 12:00 PM
OCTOBER 7	WEBINAR: OCTOBER LANDLORD STUDY HALL - REASONABLE ACCOMMODATIONS	6:30 PM - 8:00 PM
OCTOBER 8	WEBINAR: LEASING ONLINE WITH CONFIDENCE	10:00 AM - 12:00 PM
OCTOBER 9	WEBINAR: IT’S THE LAW: FOR CAUSE NOTICES	12:00 PM - 1:00 PM
OCTOBER 12	WEBINAR: LANDLORD TENANT LAW 2-PART A	10:00 AM - 12:00 PM
OCTOBER 14	WEBINAR: HR ISSUES - AUDITING THE HR FUNCTION	12:00 PM - 1:00 PM
OCTOBER 19	WEBINAR: LANDLORD TENANT LAW 2-PART B	10:00 AM - 12:00 PM
OCTOBER 20	WEBINAR: WA IT’S THE LAW: A DRIP OR A DELUGE	12:00 PM - 1:00 PM
OCTOBER 26	WEBINAR: ADVANCED LANDLORD/TENANT LAW	10:00 AM - 12:00 PM
NOVEMBER 4	WEBINAR: NOVEMBER LANDLORD STUDY HALL	6:30 PM - 8:00 PM
NOVEMBER 11	WEBINAR: HR ISSUES - INTERNAL INVESTIGATIONS	12:00 PM - 12:00 PM
NOVEMBER 13	WEBINAR: IT’S THE LAW: ANOTHER YEAR IN THE HOPPER	12:00 PM - 1:00 PM
NOVEMBER 17	WEBINAR: WA IT’S THE LAW: CRAZY BUT TRUE	12:00 PM - 1:00 PM

What Can a Landlord Do About a Hoarder?

By HANK ROSSI

Dear Landlord Hank: Twenty years ago, we rented the lower part of a duplex to a couple. After about 15 years, she died. Her husband stayed and has really trashed this apartment with his hoarding illness. He has stacks of newspapers that he refuses to recycle, saying “I haven’t read them yet.” The kitchen is all stacked with stuff that makes it unusable. There is a two-

foot path through the whole place. He is a smoker, which doubles our worry about this hoarder situation. I didn’t mention that the unit is in Ohio. Does that make a difference in whether he is protected from being evicted in Ohio? - **Beth**

Dear Landlord Beth: I hope you have a lease with your tenant. Most leases will have a section regarding “Use of Premises,” usually saying that the tenant

shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises.

The hoarding, which in some states is considered a mental health disorder, would clearly be in violation of this section of the lease. I would put a “Notice to Cure” on the tenant’s door or hand it to him, stating that the tenant has 10 days to comply with the lease provision or he could be evicted.

Depending upon Ohio state statutes and local ordinances, the hoarding could be considered a “public nuisance” and your tenant could face the prospect of conviction of a misdemeanor.

I would act today to take care of this and either have the tenant clean up or move out. You will most likely have to evict and clean up yourself. An older person who is a smoker, in a paper-filled environment,



seems like a recipe for disaster to me. *Hank Rossi started in real estate as a child watching his father take care of the family rental maintenance business and was occasionally his assistant. In the mid-'90s he got into the rental business on his own, as a sideline. After he retired, Hank only managed his own investments, for the next 10 years. A few years ago Hank and his sister started their own real estate brokerage focusing on property management and leasing, and he continues to manage his real estate portfolio in Florida and Atlanta. Visit Landlord Hank's website: <https://rentsrq.com>*



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Oregon Eviction Moratorium to Remain in Effect to Dec. 31

Continued from Page 1

the legislature passed House Bill 4213, thousands of people have been displaced by massive and devastating wildfires, and the global pandemic continues to make it difficult for many Oregonians, including Oregon’s veterans and many families with children, to pay rent, through no fault of their own.

“Keeping economically vulnerable Oregonians in their homes has been critical to the state’s COVID-19 response throughout this pandemic. Having a safe and stable home allows individuals to practice effective physical distancing, helps facilitate quarantine and isolation, and helps to prevent families and individuals from being displaced from their homes into more crowded multifamily or congregate living conditions, where the virus can spread more easily.

“Housing is a critical human need, and, as we enter cold and flu season during a pandemic—and as many students learn remotely from home—it is absolutely

critical that people not be turned out of their homes,” Brown said.

“It is my hope that, when the legislature next meets, they will take up the larger issues we need to address regarding housing relief,” she said.

EO 20-56 establishes a new, temporary residential eviction moratorium through the end of the year, due to the urgent need to prevent evictions during simultaneous wildfire and pandemic emergency response-and-recovery efforts. Both crises have had an acute and disproportionate impact on Oregon’s communities of color, including Black, Indigenous, Latino, Pacific Islander, and Tribal communities, as well as families living in rural Oregon, according to the release.

“Many of the Oregonians most impacted by the pandemic and wildfire crises are those who can afford it least, and who have already faced housing discrimination and vast disparities in the availability of affordable housing,” Brown said.

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NAA Sues CDC, Seeks Halt of Eviction Moratorium

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landlords and managers are bearing much of the burden of the pandemic as it relates to housing.

“In many cases, rent debt from earlier in the pandemic has become uncollectable and the CDC order has limited housing owners and managers from providing contracted services to tenants who have paid their rent, and paying financial obligations like taxes, mortgages, payroll and insurance. This jeopardizes the short- and long-term viability of the rental-housing industry, and the CDC is not equipped to solve the housing crisis that they are creating.”

The CDC order, however, does not release tenants from their financial responsibilities. “This order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract,” it says. “Nothing in this order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.”

The NAA release says the CDC does “not have the authority or knowledge to

insert themselves into property owner/ resident regulations and housing policy that could devastate our nation’s already limited housing supply, and the order tries to force a federal one-size-fits-all approach to a hyper-localized state and local issue.

“Throughout the COVID-19 pandemic, NAA has advocated for direct, emergency rental assistance – a sustainable, responsible policy that will help keep Americans in their homes and ensure housing providers can pay their bills. However, because Congress and the administration have failed to reach the agreement necessary to protect America’s

renters and housing providers from the certain damage of the CDC order, NAA had no choice but to take legal action.

“In addition to this suit, NAA is committed to challenging the CDC’s illegal order in a number of lawsuits in different areas of the country. NAA will keep members apprised as this rapidly evolving situation continues to develop.

“The rental housing industry should not be held solely responsible for solving our nation’s housing crisis, which has been exacerbated in this pandemic, and government agencies should not trade one crisis for another,” the NAA said in the release.

Landlords Who Raise Rent Must Pay to Move Tenants

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upon because of any unnecessary added costs that make it impossible for them to pay back their loans,” Wheeler said.

Even when eviction moratoriums were set to expire in Oregon at the end of September, Wheeler said they had been trying to provide rent assistance but were very worried that “we know these resources will not be enough” to stem the tide of what he says could be a “tidal wave” of evictions.

On Sept. 28, 2020, Oregon Gov. Kate Brown extended the state’s moratorium from September 30 to December 31, citing both the effects of the pandemic and the state’s devastating wildfires. The new executive order will be in place until the legislature convenes later this year to

address housing issues.

Wheeler said the Portland Housing Bureau demographic breakdown shows that 43 percent of renters in Portland are white but 74 percent of Black, indigenous, and people of color are renters. He said renters are typically more vulnerable to cost-of-living and rent increases that can lead to displacement.

“It would take the average Black family in Portland (with pre-COVID-19 income) almost six months to save up enough to repay just one month of back rent. Even with an eviction moratorium in place and a six-month grace period to repay back rent, we were only postponing a much bigger problem without some bold action within the next four months,” Wheeler said.

He said one in four Portland renters


were already paying more than half their monthly income toward rent prior to the pandemic. Since May, between 12 percent and 15 percent of Portland renters have been unable to make their monthly rent payments. Among “Class C” properties, which tend to be older buildings and located farther east, the rate of non-payment during the pandemic has been closer to 20 percent.

He said unpaid rent now totals between \$22 million and \$28 million, but at the current rate will balloon to \$120 to \$125 million by the end of September next year.

In addition, he has directed the Portland Housing Bureau to allocate approximately \$500,000 of existing funding towards housing stabilization and relief in East Portland.

“I want to thank those building owners and landlords - and I’ve met with many - and I’ve spoken to many who have already reached arrangements with their tenants to do everything they can to support them and keep them in their housing and not increase their rent during this crisis,” Wheeler said.

“I want to applaud and acknowledge that that building owners and landlords have been valued partners in this conversation, but the work we can do right here and now together in the community through shared sacrifice is keep as many people in their homes as possible throughout the remainder of this public health emergency housing is directly tied to public health in the midst of a pandemic,” Wheeler said.



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RHA Oregon President's Message

October Surprise!

I sincerely hope that you, your families, and your tenants safely made it through last month's wildfire crisis and are continuing to safely navigate the COVID-19 pandemic. I understand the exhaustion that many of you feel and look forward to sharing more relaxing times with you in the future.

It is now October. The mornings are a bit cooler, the leaves are starting to turn, and the last of the tomatoes and peppers are coming in from the garden.

Let us review some of the things that have changed for Oregon landlords since my last newsletter:

- President Trump, through the Centers for Disease Control and Prevention, issued a nationwide eviction moratorium on September 4 that is in place through December 31, 2020.
- Last month during Legislative Days, both the Oregon House and Senate Interim Committees on Housing held hearings regarding the eviction moratorium and the need for getting critical funds out to tenants and landlords who have been affected by COVID-19. However, the legislature is not expected to meet or act on any proposals until November.
- The City of Portland has modified its Mandatory Relocation Assistance Ordinance so that a tenant who receives a notice of any rent increase effective

through March 31, 2021, may inform their landlord that they cannot afford the increase and request relocation assistance.

- Multnomah County voted on September 24 to extend the eviction moratorium until January 8, 2021.
- Over one million acres were burned in multiple megafires throughout the state; hundreds of homes and, most tragically, at least 10 lives were lost.

This was not a September to remember. I am not sure that October will be much better, since Gov. Kate Brown issued an executive order to extend the statewide eviction moratorium through at least December 31. But I guess that wasn't that much of a surprise.

Rental Housing Alliance Oregon and other rental housing groups throughout the state have been sharing statistical data gathered from our monthly surveys as well as your individual stories with Gov. Brown, the legislature, and others.

We have emphasized that:

1. The costs of the COVID-19 housing crisis should be borne by society as a whole, not solely by landlords.
2. Tenants claiming inability to pay rent should be subject to a means test.

3. Constantly changing regulations, often passed at the last minute before a so-called "hard date," are creating confusion and chaos.
4. Funding, and a long-term solution, is needed now; stop kicking the can down the road.

There is reason for measured optimism: Several legislators who serve on the two Interim Committees on Housing are hearing us and have been hearing from you. Keep those calls coming, especially if you are a small landlord who has lost significant income on which you depend. It is critical that our legislators, who are also our neighbors, hear directly from you as individuals as well as from organizations like RHA Oregon.

Finally, thank you very much to all the landlords who provided information on units that may be available for housing individuals and families displaced by the wildfires. The state is now working with FEMA on a disaster housing strategy that will better define specific needs. Once this is in place, watch for another email.

Have a great October and enjoy those peppers and tomatoes!

— Ken Schriver
RHA Oregon President

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