# City of Alexandria, Virginia

## MEMORANDUM

DATE: OCTOBER 28, 2021

TO: ELLIOTT WATERS, CHAIR AND MEMBERS OF THE LTRB

FROM: MELODIE SEAU, DIVISION CHIEF

SUBJECT: OCTOBER STAFF REPORT

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1. 2021 ULI Larson Award
   The City of Alexandria was honored last week by the Urban Land Institute (ULI) with its Robert C. Larson Housing Policy Leadership Award. The Larson Award recognizes "exemplary state and local programs, policies, and practices that support the production, rehabilitation, or preservation of workforce and affordable housing." In selecting Alexandria, ULI acknowledged the City's residential multifamily (RMF) zone as an effective tool to incentivize the production or preservation of deeply affordable housing in exchange for the provision of density. The Landlord Tenant Relations Board reviewed and made recommendations to the enhanced relocation protections under the RMF zone prior to approval by City Council.

2. Return to the Office and In Person Meetings
   The City is implementing a 6-month Hybrid Work Pilot Program to begin November 15.
   Our Hybrid Workplace Implementation Plan provides guidelines for the 6-month pilot, including on-site and remote schedules, conducting Board and Commission meetings, and employee parking and transit benefits. The pilot will provide an opportunity to evaluate the program before formal guidelines are issued. The plan includes the following guidance:
   - All City offices should remain open and staffed at a minimum level or beyond during business hours.
   - Customer facing front desks and front counters will be staffed in-person.
   - Employees who have been eligible to work at home during the pandemic are required to be in the office at least 2 days (or 16 hours) per week.
   - Supervisors are expected to be in the office at least three days (24 hours) per week.
   - Senior managers, including division chiefs and higher, are expected to be in the office at least all or parts of four days per week (as long as 24 hours of the work week is office-based time).
   - Telephone calls to every departmental office should be answered in person.

3. For Cause Evictions
   Following is information requested regarding statutes in other localities and states requiring cause in order to evict a tenant.

**Local and State Statutes Requiring Cause for Evictions**

## ***Philadelphia, PA***

(12) Good cause required. 993

(a) No owner, landlord, agent or other person operating or managing any residential premises, upon expiration of a lease of less than one year, shall issue a notice to vacate, notice of non-renewal, or notice to terminate the lease, unless (1) the landlord has good cause not to renew the lease; and (2) the landlord provides the tenant with notice pursuant to subsection (c), below. For purposes of this subsection (12)(a), good cause shall include, but is not limited to, any of the following:

(.1) Habitual non-payment or habitual late payment of rent by the tenant.

(.2) Breach of or non-compliance with a material term of the tenant's lease or rental agreement.

(.3) The tenant engages in nuisance activity that creates a substantial interference with the use, comfort or enjoyment of the property by the landlord or other tenants in the building; or that substantially affects the health or safety of the landlord or other tenants in the building.

(.4) The tenant causes substantial deterioration of the property beyond normal wear and tear.

(.5) The tenant, after written notice to cease, refuses the landlord access to the unit for lawful purposes, such as to make repairs or assess the need for repairs, to inspect the premises for damages, to show the premises to insurance or mortgage companies, or during an emergency.

(.6) The tenant refuses to execute an extension of a written lease, that is set to expire, for materially the same terms.

(.7) The owner of the premises or a member of the owner's immediate family is going to move into the unit.

(.8) The tenant refuses to agree to a proposed rent increase or other proposed changes to a lease (for example, a new no-pets policy, the elimination of parking, or charging more for utilities), but only if the following conditions have been met:

(.a) The landlord has provided the tenant with the option to accept the proposed rent increase or proposed other change to the lease. The option shall be included in the notice required by subsection (11)(a) ("Landlord Notice to Tenant of Rent Increase") or, if no notice is required by subsection (11)(a), in a notice provided to the tenant that comports with subsection (11)(a).

(.b) The tenant must accept the option no later than fifteen (15) days prior to the expiration of the current lease, or else the tenant will be deemed to have declined the option. The tenant must accept the option in writing, by hand delivery or by first class United States mail with proof of mailing; provided that the tenant may accept the option by other means acceptable to the landlord so long as the landlord provides a receipt confirming that the acceptance has been received.

(.c) The landlord intends and reasonably expects to apply the proposed rent increase or proposed change to the next tenant, if the current tenant rejects the proposed terms.

(.9) The owner of the premises will not be renting out the premises during upcoming renovations, but only if the following conditions have been met:

(.a) The owner provides notice of non-renewal of the lease at least 60 days prior to the date the premises must be vacated.

(.b) The owner returns to the tenant any outstanding security deposit as promptly as possible prior to the date of move-out, but in no instance later than provided for by Section 512 of The Landlord and Tenant Act of 1951, 68 P.S. § 250.512.

(.c) The owner provides to the tenant the option to renew the tenancy at the market rental rate when the premises become available again for rental, other than for rental to a close family member.

(b) Reserved. 994

(c) A landlord who has good cause to issue a notice to vacate or notice to terminate a lease under subsection (a), above, shall notify the tenant in writing of the basis for such good cause in the same manner and on the same schedule as set forth in subsection (11)(a) ("Landlord Notice to Tenant of Rent Increase"). In the event the owner, landlord, agent or other person operating or managing the premises fails to issue the notice as required by this subsection (12), the lease shall renew on a month-to-month basis, unless the tenant elects otherwise.

(d) A tenant shall have the right to challenge the determination of good cause in a court of competent jurisdiction or by filing a complaint with the Fair Housing Commission, with notice to the landlord, within fifteen (15) business days of the receipt of notice of good cause. The Commission, after investigation and hearing, as it deems appropriate, shall, as promptly as practicable prior to the expiration of the lease, issue such order as it deems appropriate.

(.1) No notice to vacate, notice of non-renewal or notice to terminate a lease shall be effective while a challenge to a determination of good cause is pending before the Commission, unless a court of competent jurisdiction finds that the challenge was filed in bad faith.

(e) Allegations of an owner, landlord, agent or property manager in support of a claim of good cause shall be presumed true if supported by any of the following:

(.1) Time and date stamped video.

(.2) Time and date stamped photographs.

(.3) Police report with reliable information and corroborating police investigation.

The LL notice requirement referenced in 12. a. .8 (a) (interesting in its own right) reads:

(11) Notice Requirement. 992

(a) Landlord Notice to Tenant of Rent Increase. Unless the lease provides a longer period of time for the landlord to notify the tenant that the tenant's rent will be increased at the end of a residential tenancy, the following notice requirements shall apply: At least 60 days prior to the effective date of a rent increase where a residential tenancy is one year or more, and at least 30 days prior to the effective date of a rent increase where a residential tenancy is less than one year, the landlord shall notify the tenant of the following: (i) the amount of the rent increase; (ii) the effective date of the rent increase; and (iii) the new payment amount. The landlord shall provide such notice, in writing, by hand delivery or by first class United States mail with proof of mailing.

## ***San Francisco, CA***

In order to evict a tenant from a rental unit covered by the Rent Ordinance, a landlord must have a "just cause" reason that is the dominant motive for pursuing the eviction. Note that the mere expiration of a rental agreement or a change in ownership does not constitute "just cause" for eviction.

The 16 just cause reasons for eviction under Ordinance Section 37.9(a) are summarized below:

Non-payment of rent, habitual late payment of rent, or frequent bounced checks;

Failure to cure a substantial breach of a rental agreement or lease;

Nuisance or substantial interference with the comfort, safety, or enjoyment of the landlord or other tenants in the building, the nature of which must be severe, continuing or reoccurring in nature;

Illegal use of a rental unit, not including (a) the mere occupancy of an unwarranted rental unit or (b) a single violation of San Francisco's short-term rental law (Chapter 41A) that is cured by the tenant within 30 days of written notice by the landlord;

The tenant has refused, after written request by the landlord, to execute a written extension or renewal of an expired rental agreement for a further term of like duration and under terms that are materially the same as the previous agreement;

The tenant has refused, after written notice to cease, to allow the landlord access to the rental unit as required by state or local law;

The only tenant residing in the unit at the end of the term of the rental agreement is a subtenant not approved by the landlord. (Note that approval need not be in writing and may be implied from the landlord's conduct);

Owner-occupancy or, in limited circumstances, occupancy by a member of the landlord's immediate family;

The landlord seeks to recover possession in good faith in order to sell the unit in accordance with a condominium conversion approved under the San Francisco subdivision ordinance;

To demolish or to otherwise permanently remove the rental unit from housing use;

To perform capital improvements or rehabilitation work that will make the unit temporarily uninhabitable while the work is performed – the tenant must be allowed to reoccupy the unit immediately after the work is completed;

To perform substantial rehabilitation of a building that is at least 50 years old and essentially uninhabitable, provided that the cost of the proposed work is at least 75% of the cost of new construction;

To withdraw all rental units in a building from the rental market under the state Ellis Act;

To perform lead remediation/abatement work required by San Francisco Health Code Articles 11 or 26;

To demolish or to otherwise permanently remove the rental unit from housing use in accordance with the terms of a development agreement entered into by the City under Chapter 56 of the San Francisco Administrative Code;

Where the tenant's "Good Samaritan" occupancy agreement has expired, and the landlord served an eviction notice within 60 days after expiration of the agreement. A "Good Samaritan" tenancy occurs when a tenant is displaced from a rental unit due to an emergency or disaster and the landlord agrees to provide the tenant a temporary replacement unit at a reduced rent;

The landlord also needs a "just cause" reason to take away or remove access to certain housing services, including but not limited to garage facilities, parking facilities, driveways, storage spaces, and laundry rooms. However, a landlord who has complied with the requirements of Ordinance Section 37.2(r) may temporarily remove certain housing services, including parking and storage spaces, in order to perform mandatory soft-story seismic retrofit work required by the Building Code.

Some tenancies that are exempt from the rent increase limitations of the Ordinance are still subject to the eviction provisions of the Ordinance, and tenants in these categories can only be evicted for one of the "just cause" reasons listed in the Ordinance. This includes tenancies in newly constructed rental units that first obtained a Certificate of Occupancy after June 13, 1979, tenancies that are eligible for a rent increase under the Costa-Hawkins Rental Housing Act, and some tenancies where the rent is regulated by another government agency.

Since evictions are complex proceedings, landlords should proceed with caution and seek the advice of an attorney before asking a tenant to move or attempting an eviction. If a landlord evicts or tries to evict a tenant unlawfully, the landlord may be subject to substantial civil and/or criminal liability. While we cannot provide legal advice or refer you to individual attorneys, staff will be glad to direct you to appropriate resources for advice and assistance. A list of resources is available through the Referral Listing or at our office.

## ***Washington, DC***

**Code of the District of Columbia**

§ 42–3505.01(Perm). Evictions.

**(a)** Except as provided in this section, no tenant shall be evicted from a rental unit, notwithstanding the expiration of the tenant's lease or rental agreement, so long as the tenant continues to pay the rent to which the housing provider is entitled for the rental unit; provided, that the nonpayment of a late fee shall not be the basis for an eviction. No tenant shall be evicted from a rental unit for any reason other than for nonpayment of rent unless the tenant has been served with a written notice to vacate which meets the requirements of this section. Notices to vacate for all reasons other than for nonpayment of rent shall be served upon both the tenant and the Rent Administrator. All notices to vacate shall contain a statement detailing the reasons for the eviction, and if the housing accommodation is required to be registered by this chapter, a statement that the housing accommodation is registered with the Rent Administrator.

**(b)** A housing provider may recover possession of a rental unit where the tenant is violating an obligation of tenancy and fails to correct the violation within 30 days after receiving from the housing provider a notice to correct the violation or vacate.

**(c)** A housing provider may recover possession of a rental unit where a court of competent jurisdiction has determined that the tenant, or a person occupying the premises with or in addition to the tenant, has performed an illegal act within the rental unit or the housing accommodation. The housing provider shall serve on the tenant a 30-day notice to vacate. The tenant may be evicted only if the tenant knew or should have known that an illegal act was taking place.

**(c-1)(1)** It shall be a defense to an action for possession under subsections (b) or (c) of this section that the tenant is a victim, or is the parent or guardian of a minor victim, of an intrafamily offense or actions relating to an intrafamily offense, as defined in § 16-1001(8), if the Court determines that the intrafamily offense, or actions relating to the intrafamily offense, are the basis for the notice to vacate.

**(2)** If, as a result of the intrafamily offense or the actions relating to the intrafamily offense that is the basis for the notice to vacate, the tenant has received a temporary or civil protection order ordering the respondent to vacate the home, the court shall not enter a judgment for possession.

**(3)** If, as a result of the intrafamily offense or the actions relating to the intrafamily offense that is the basis for the notice to vacate, the tenant provides to the court a copy of a police report written within the preceding 60 days or has filed for but has not received a temporary or civil protection order ordering the respondent to vacate the home, the court shall have the discretion not to enter a judgment for possession under this subchapter.

**(d)** A natural person with a freehold interest in the rental unit may recover possession of a rental unit where the person seeks in good faith to recover possession of the rental unit for the person's immediate and personal use and occupancy as a dwelling. The housing provider shall serve on the tenant a 90-day notice to vacate in advance of action to recover possession of the rental unit in instances arising under this subsection. No housing provider shall demand or receive rent for any rental unit which the housing provider has repossessed under this subsection during the 12-month period beginning on the date the housing provider recovered possession of the rental unit. A stockholder of a cooperative housing association with a right of possession in a rental unit may exercise the rights of a natural person with a freehold interest under this subsection.

**(e)** A housing provider may recover possession of a rental unit where the housing provider has in good faith contracted in writing to sell the rental unit or the housing accommodation in which the unit is located for the immediate and personal use and occupancy by another person, so long as the housing provider has notified the tenant in writing of the tenant's right and opportunity to purchase as provided in Chapter 34 of this title. The housing provider shall serve on the tenant a 90-day notice to vacate in advance of the housing provider's action to recover possession of the rental unit. No person shall demand or receive rent for any rental unit which has been repossessed under this subsection during the 12-month period beginning on the date on which the rental unit was originally repossessed by the housing provider.

**(e-1)(1)** A housing provider who recovers possession pursuant to subsection (d) or (e) of this section, or a person who purchases property from a housing provider who recovers possession pursuant to subsection (e) of this section, who, during the 12-month period beginning on the date on which the rental unit was originally repossessed by the housing provider, demands or receives from a new tenant rent for the rental unit that was repossessed or fails to personally use and occupy the rental unit shall be liable to the former tenant for:

**(A)** Reasonable relocation costs; and

**(B)** Additional damages in the amount of the greater of the rent charged in the last month before the rental unit was repossessed or the small area fair market rent published by the U.S. Department of Housing and Urban Development multiplied by whichever of the following is fewer:

**(i)** The number of months that have elapsed between the date on which the rental unit was originally repossessed and the date on which the housing provider sells or begins to personally use and occupy the rental unit; or

**(ii)** Twelve.

**(2)** A housing provider shall not be liable for damages pursuant to paragraph (1) of this subsection if the housing provider can demonstrate that, acting in good faith, he or she failed to sell or to personally use and occupy the housing accommodation due to circumstances outside of the housing provider's control that arose after the rental unit was repossessed.

**(3)** A tenant who recovers damages pursuant to this subsection shall not be barred from bringing any other available civil action that may arise from the same circumstances.

**(f)(1)(A)** A housing provider may recover possession of a rental unit for the immediate purpose of making alterations or renovations to the rental unit which cannot safely or reasonably be accomplished while the rental unit is occupied, so long as:

**(i)** The plans for the alterations or renovations have been filed with the Rent Administrator and the Chief Tenant Advocate;

**(ii)** The tenant has had 21 days after receiving notice of the application to submit to the Rent Administrator and to the Chief Tenant Advocate comments on the impact that an approved application would have on the tenant or any household member, and on any statement made in the application;

**(iii)** An inspector from the Department of Consumer and Regulatory Affairs has inspected the housing accommodation for the accuracy of material statements in the application and has reported his or her findings to the Rent Administrator and the Chief Tenant Advocate;

**(iv)** On or before the filing of the application, the housing provider has given the tenant:

**(I)** Notice of the application;

**(II)** Notice of all tenant rights;

**(III)** A list of sources of technical assistance as published in the District of Columbia Register by the Mayor;

**(IV)** A summary of the plan for the alterations and renovations to be made; and

**(V)** Notice that the plan in its entirety is on file and available for review at the office of the Rent Administrator, at the office of the Chief Tenant Advocate, and at the rental office of the housing provider; and

**(v)** The Rent Administrator, in consultation with the Chief Tenant Advocate, has determined in writing:

**(I)** That the proposed alterations and renovations cannot safely or reasonably be made while the rental unit is occupied;

**(II)** Whether the alterations and renovations are necessary to bring the rental unit into compliance with the housing code and the tenant shall have the right to reoccupy the rental unit at the same rent; and

**(III)** That the proposal is in the interest of each affected tenant after considering the physical condition of the rental unit or the housing accommodation and the overall impact of relocation on the tenant.

**(B)** As part of the application under this subsection, a housing provider shall submit to the Rent Administrator for review and approval, and to the Chief Tenant Advocate, the following plans and documents:

**(i)** A detailed statement setting forth why the alterations and renovations are necessary and why they cannot safely or reasonably be accomplished while the rental unit is occupied;

**(ii)** A copy of the notice that the housing provider has circulated informing the tenant of the application under this subsection;

**(iii)** A draft of the notice to vacate to be issued to the tenant if the application is approved by the Rent Administrator;

**(iv)** A timetable for all aspects of the plan for alterations and renovations, including:

**(I)** The relocation of the tenant from the rental unit and back into the rental unit;

**(II)** The commencement of the work, which shall be within a reasonable period of time, not to exceed 120 days, after the tenant has vacated the rental unit;

**(III)** The completion of the work; and

**(IV)** The housing provider's submission to the Rent Administrator and the Chief Tenant Advocate of periodic progress reports, which shall be due at least once every 60 days until the work is complete and the tenant is notified that the rent unit is ready to be reoccupied;

**(v)** A relocation plan for each tenant that provides:

**(I)** The amount of the relocation assistance payment for each unit;

**(II)** A specific plan for relocating each tenant to another unit in the housing accommodation or in a complex or set of buildings of which the housing accommodation is a part, or, if the housing provider states that relocation within the same building or complex is not practicable, the reasons for the statement;

**(III)** If relocation to a rental unit pursuant to sub-sub-subparagraph (II) of this sub-subparagraph is not practicable, a list of units within the housing provider's portfolio of rental accommodations made available to each dispossessed tenant, or, where the housing provider asserts that relocation within the housing provider's portfolio of rental accommodations is not practicable, the justification for such assertion;

**(IV)** If relocation to a rental unit pursuant to sub-sub-subparagraph (II) or (III) of this sub-subparagraph is not practicable, a list for each tenant affected by the relocation plan of at least 3 other rental units available to rent in a housing accommodation in the District of Columbia, each of which shall be comparable to the rental unit in which the tenant currently lives; and

**(V)** A list of tenants with their current addresses and telephone numbers.

**(C)** The Chief Tenant Advocate, in consultation with the Rent Administrator, shall:

**(i)** Within 5 days of receipt of the application, issue a notice, which shall include the address and telephone number of the Office of the Chief Tenant Advocate, to each affected tenant stating that the tenant:

**(I)** Has the right to review or obtain a copy of the application, including all supporting documentation, at the rental office of the housing provider, the Office of the Chief Tenant Advocate, or the office of the Rent Administrator;

**(II)** Shall have 21 days in which to file with the Rent Administrator and serve on the housing provider comments upon any statement made in the application, and on the impact an approved application would have on the tenant or any household member; and

**(III)** May consult the Office of the Chief Tenant Advocate with respect to ascertaining the tenant's legal rights, responding to the application or to any ancillary offer made by the housing provider, or otherwise safeguarding the tenant's interests;

**(ii)** At any time prior to or subsequent to the Rent Administrator's approval of the application, make such inquiries as the Chief Tenant Advocate considers appropriate to determine whether the housing provider has complied with the requirements of this subsection and whether the interests of the tenants are being protected, and shall promptly report any findings to the Rent Administrator; and

**(iii)** Upon the Rent Administrator's approval of the application:

**(I)** Maintain a registry of the affected tenants, including their subsequent interim addresses; and

**(II)** Issue a written notice, which shall include the address and telephone number of the Office of the Chief Tenant Advocate, to each affected tenant that notifies the tenant of the right to maintain his or her tenancy and the need to keep the Chief Tenant Advocate informed of interim addresses;

**(D)** The housing provider shall serve on the tenant a 120-day notice to vacate prior to the filing of an action to recover possession of the rental unit that shall:

**(i)** Notify the tenant of the tenant's rights under this subsection, including the absolute right to reoccupy the rental unit, the right to reoccupy the rental unit at the same rate if the Rent Administrator has determined that the alterations or renovations are necessary to bring the rental unit into substantial compliance with the housing regulations, and the right to relocation assistance under the provisions of subchapter VII of this chapter;

**(ii)** Include a list of sources of technical assistance as published in the District of Columbia Register by the Mayor; and

**(iii)** Include a copy of the notice issued by the Chief Tenant Advocate pursuant to paragraph (1)(C)(iii)(II) of this subsection.

**(E)** Within 5 days of the completion of alterations and renovations, the housing provider shall provide notice, by registered mail, return receipt requested, to the tenant, the Rent Administrator, and the Chief Tenant Advocate that the rental unit is ready to be occupied by the tenant.

**(F)** Any notice required by this section to be issued to the tenant by the housing provider, the Rent Administrator, or the Chief Tenant Advocate shall be published in the languages as would be required by § 2-1933(a).

**(2)** Immediately upon completion of the proposed alterations or renovations, the tenant shall have the absolute right to reoccupy the rental unit. A tenant displaced by actions under this subsection shall continue to be a tenant of the rental unit as defined in § 42-3401.03(17), for purposes of rights and remedies under Chapter 34 of this title, until the tenant has waived his or her rights in writing. Until the tenant's right to reoccupy the rental unit has terminated, the housing provider shall serve on the tenant any notice or other document regarding the rental unit as required by any provision of Chapter 34 of this title, this chapter, or any other law or regulation, except that service shall be made by first-class mail at the address identified as the tenant's interim address pursuant to paragraph (1)(C)(iii) of this subsection.

**(3)** Where the renovations or alterations are necessary to bring the rental unit into substantial compliance with the housing regulations, the tenant may rerent at the same rent and under the same obligations that were in effect at the time the tenant was dispossessed, if the renovations or alterations were not made necessary by the negligent or malicious conduct of the tenant.

**(4)** Tenants displaced by actions under this subsection shall be entitled to receive relocation assistance as set forth in subchapter VII of this chapter, if the tenants meet the eligibility criteria of that subchapter.

**(5)** Prior to the date that the tenant vacates the unit, the Rent Administrator shall rescind the approval of any application under this subsection upon determining that the housing provider has not complied with this subsection.

**(6)** If, after the tenant has vacated the unit, the housing provider fails to comply with the provisions of this subsection, the aggrieved tenant or a tenant organization authorized by the tenant may seek enforcement of any right or provision under this subsection by an action in law or equity. If the aggrieved tenant or tenant organization prevails, the aggrieved tenant or tenant organization shall be entitled to reasonable attorney's fees. In an equitable action, bond requirements shall be waived to the extent permissible under law or court rule.

**(g)(1)** A housing provider may recover possession of a rental unit for the purpose of immediately demolishing the housing accommodation in which the rental unit is located and replacing it with new construction, if a copy of the demolition permit has been filed with the Rent Administrator, and, if the requirements of subchapter VII of this chapter have been met. The housing provider shall serve on the tenant a 180-day notice to vacate in advance of action to recover possession of the rental unit. The notice to vacate shall comply with and notify the tenant of the tenant's right to relocation assistance under the provisions of subchapter VII of this chapter.

**(2)** Tenants displaced by actions under this subsection shall be entitled to receive relocation assistance as set forth in subchapter VII of this chapter, if the tenants meet the eligibility criteria of that subchapter.

**(h)(1)** A housing provider may recover possession of a rental unit for the purpose of immediate, substantial rehabilitation of the housing accommodation if the requirements of § 42-3502.14 and subchapter VII of this chapter have been met. The housing provider shall serve on the tenant a 120-day notice to vacate in advance of his or her action to recover possession of the rental unit. The notice to vacate shall comply with and notify the tenant of the tenant's right to relocation assistance under subchapter VII of this chapter.

**(2)** Any tenant displaced from a rental unit by the substantial rehabilitation of the housing accommodation in which the rental unit is located shall have a right to rerent the rental unit immediately upon the completion of the substantial rehabilitation.

**(3)** Tenants displaced by actions under this subsection shall be entitled to receive relocation assistance as set forth in subchapter VII of this chapter, if the tenants meet the eligibility criteria of that subchapter.

**(i)(1)** A housing provider may recover possession of a rental unit for the immediate purpose of discontinuing the housing use and occupancy of the rental unit so long as:

**(A)** The housing provider serves on the tenant a 180-day notice to vacate in advance of his or her action to recover possession of the rental unit. The notice to vacate shall comply with and notify the tenant of the tenant's right to relocation assistance under the provisions of subchapter VII of this chapter;

**(B)** The housing provider shall not cause the housing accommodation, of which the unit is a part, to be substantially rehabilitated for a continuous 12-month period beginning from the date that the use is discontinued under this section;

**(C)** The housing provider shall not resume any housing or commercial use of the unit for a continuous 12-month period beginning from the date that the use is discontinued under this section;

**(D)** The housing provider shall not resume any housing use of the unit other than rental housing;

**(E)** Upon resumption of the housing use, the housing provider shall not rerent the unit at a greater rent than would have been permitted under this chapter had the housing use not been discontinued;

**(F)** The housing provider shall, on a form devised by the Rent Administrator, file with the Rent Administrator a statement including, but not limited to, general information about the housing accommodation, such as address and number of units, the reason for the discontinuance of use, and future plans for the property;

**(G)** If the housing provider desires to resume a rental housing use of the unit, the housing provider shall notify the Rent Administrator who shall determine whether the provisions of this paragraph have been satisfied; and

**(H)** The housing provider shall not demand or receive rent for any rental unit which the housing provider has repossessed under this subsection for a 12-month period beginning on the date the housing provider recovered possession of the rental unit.

**(2)** Tenants displaced by actions under this subsection shall be entitled to receive relocation assistance as set forth in subchapter VII of this chapter, if the tenants meet the eligibility criteria of that subchapter.

**(j)** In any case where the housing provider seeks to recover possession of a rental unit or housing accommodation to convert the rental unit or housing accommodation to a condominium or cooperative, notice to vacate shall be given according to § 42-3402.06(c).

**(k)** Notwithstanding any other provision of this section, no housing provider shall evict a tenant:

**(1)** On any day when the National Weather Service predicts at 8:00 a.m. that the temperature at the National Airport weather station will fall below 32 degrees Fahrenheit or 0 degrees Celsius; or

**(2)** When precipitation is falling at the location of the rental unit.

**(k-1)** Subsection (k) shall not apply:

**(1)** Where, in accordance with and as provided in subsection (c) of this section, a court of competent jurisdiction has determined that the tenant has performed an illegal act within the rental unit or housing accommodation;

**(2)** Where a court of competent jurisdiction has made a specific finding that the tenant's actions or presence causes undue hardship on the health, welfare, and safety of other tenants or immediate neighbors; or

**(3)** Where a court of competent jurisdiction has made a specific finding that the tenant has abandoned the premises.

**(l)** Expired.

**(m)** This section shall not apply to privately-owned rental housing or housing owned by the federal or District government with regard to drug-related evictions under subchapter I of Chapter 36 of this title.

**(n)(1)** If the occupancy of a tenant has been or will be terminated by a placard placed by the District government in accordance with section 103 of Title 14 of the District of Columbia Municipal Regulations for violations of Title 14 of the District of Columbia Municipal Regulations that threaten the life, health, or safety of the tenant, the tenancy shall not be deemed terminated until the unit has been offered for reoccupation to the tenant after the date that physical occupancy ceased.

**(2)** The Mayor shall maintain a registry of the persons, including their subsequent interim addresses, who were tenants at the time the building was placarded.

**(3)** At the time of the placarding, the Mayor shall provide a written notice to the tenants of the right to maintain their tenancy and the need to keep the Mayor informed of interim addresses. The notice shall contain the address and telephone number of the office maintaining the registry.

**(4)** Any notice required under this subchapter shall be effective when sent to the tenant at the address maintained in the registry.

**(o)** Repealed.

**(p)** Repealed.

(July 17, 1985, D.C. Law 6-10, § 501, 32 DCR 3089; Feb. 24, 1987, D.C. Law 6-192, § 13(g), 33 DCR 7836; June 13, 1990, D.C. Law 8-139, § 11, 37 DCR 2645; Aug. 26, 1994, D.C. Law 10-164, § 2, 41 DCR 4889; Apr. 29, 1998, D.C. Law 12-86, title IX, § 901, 45 DCR 1172; D.C. Law 13-172, § 1312, 47 DCR 6308; Apr. 27, 2001, D.C. Law 13-281, § 301, 48 DCR 1888; Oct. 19, 2002, D.C. Law 14-213, §§ 31, 32(a), 49 DCR 8140; June 22, 2006, D.C. Law 16-140, § 2(a), 53 DCR 3686; Mar. 14, 2007, D.C. Law 16-273, § 2(b), 54 DCR 859; Apr. 15, 2008, D.C. Law 17-146, § 2, 55 DCR 2554; Mar. 25, 2009, D.C. Law 17-353, § 231, 56 DCR 1117; Mar. 25, 2009, D.C. Law 17-368, § 4(h)(1), 56 DCR 1338; Mar. 3, 2010, D.C. Law 18-111, §§ 2182, 7039, 57 DCR 181; Dec. 8, 2016, D.C. Law 21-172, § 2(c), 63 DCR 12959; Dec. 13, 2017, D.C. Law 22-33, § 7045, 64 DCR 7652; Mar. 13, 2019, D.C. Law 22-245, § 2(a), 66 DCR 962; Apr. 16, 2020, D.C. Law 23-72, § 2(b), 67 DCR 2476.)

**PUBLICATION INFORMATION**

**Current through**

Oct. 20, 2021

**Last codified D.C. Law:**

## *State of California*

**CHAPTER 597**

**An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.**

**[ Approved by Governor October 08, 2019. Filed with Secretary of State October 08, 2019. ]**

**LEGISLATIVE COUNSEL'S DIGEST**

**AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.**

**Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.**

**This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.**

**Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.**

**This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.**

**The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.**

**This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.**

**The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.**

**This bill would provide that no reimbursement is required by this act for a specified reason.**

**DIGEST KEY**

**Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes**

**BILL TEXT**

**THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:**

**SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.**

**SEC. 2. Section 1946.2 is added to the Civil Code, to read:**

**1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:**

**(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.**

**(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.**

**(b) For purposes of this section, "just cause" includes either of the following:**

**(1) At-fault just cause, which is any of the following:**

**(A) Default in the payment of rent.**

**(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.**

**(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.**

**(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.**

**(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.**

**(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.**

**(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.**

**(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.**

**(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.**

**(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.**

**(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.**

**(2) No-fault just cause, which includes any of the following:**

**(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.**

**(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).**

**(B) Withdrawal of the residential real property from the rental market.**

**(C) (i) The owner complying with any of the following:**

**(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.**

**(II) An order issued by a government agency or court to vacate the residential real property.**

**(III) A local ordinance that necessitates vacating the residential real property.**

**(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).**

**(D) (i) Intent to demolish or to substantially remodel the residential real property.**

**(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.**

**(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.**

**(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:**

**(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).**

**(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.**

**(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.**

**(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.**

**(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.**

**(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.**

**(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.**

**(e) This section shall not apply to the following types of residential real properties or residential circumstances:**

**(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.**

**(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as**

**defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.**

**(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.**

**(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.**

**(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.**

**(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.**

**(7) Housing that has been issued a certificate of occupancy within the previous 15 years.**

**(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:**

**(A) The owner is not any of the following:**

**(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.**

**(ii) A corporation.**

**(iii) A limited liability company in which at least one member is a corporation.**

**(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:**

**"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."**

**(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.**

**(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.**

**(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).**

**(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.**

**(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:**

**(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.**

**(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.**

**(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:**

**"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."**

**The provision of the notice shall be subject to Section 1632.**

**(g) (1) This section does not apply to the following residential real property:**

**(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.**

**(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:**

**(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.**

**(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.**

**(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.**

**(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.**

**(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.**

**(h) Any waiver of the rights under this section shall be void as contrary to public policy.**

**(i) For the purposes of this section, the following definitions shall apply:**

**(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51.**

**(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.**

**(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.**

**SEC. 3. Section 1947.12 is added to the Civil Code, to read:**

**1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.**

**(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.**

**(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.**

**(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.**

**(d) This section shall not apply to the following residential real properties:**

**(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.**

**(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.**

**(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).**

**(4) Housing that has been issued a certificate of occupancy within the previous 15 years.**

**(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:**

**(A) The owner is not any of the following:**

**(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.**

**(ii) A corporation.**

**(iii) A limited liability company in which at least one member is a corporation.**

**(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:**

**"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."**

**(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.**

**(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.**

**(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.**

**(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.**

**(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.**

**(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.**

**(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.**

**(g) For the purposes of this section, the following definitions shall apply:**

**(1) "Owner" and "residential real property" shall have the same meaning as those terms are defined in Section 1954.51.**

**(2) "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.**

**(3) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.**

**(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.**

**(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:**

**(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).**

**(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.**

**(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision**

**(a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).**

**(i) Any waiver of the rights under this section shall be void as contrary to public policy.**

**(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.**

**(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.**

**(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).**

**(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.**

**SEC. 4. Section 1947.13 is added to the Civil Code, to read:**

**1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:**

**(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.**

**(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.**

**(b) For purposes of this section:**

**(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.**

**(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.**

**(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.**

**(d) Any waiver of the rights under this section shall be void as contrary to public policy.**

**SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.**

## *State of New Jersey*

**N.J. Stat. § 2A:18-61.1 (2016)**

**§ 2A:18-61.1. Grounds for removal of tenants**

**No lessee or tenant or the assigns, under-tenants or legal representatives of such lessee or tenant may be removed by the Superior Court from any house, building, mobile home or land in a mobile home park or tenement leased for residential purposes, other than (1) owner-occupied premises with not more than two rental units or a hotel, motel or other guest house or part thereof rented to a transient guest or seasonal tenant; (2) a dwelling unit which is held in trust on behalf of a member of the immediate family of the person or persons establishing the trust, provided that the member of the immediate family on whose behalf the trust is established permanently occupies the unit; and (3) a dwelling unit which is permanently occupied by a member of the immediate family of the owner of that unit, provided, however, that exception (2) or (3) shall apply only in cases in which the member of the immediate family has a developmental disability, except upon establishment of one of the following grounds as good cause:**

**a. The person fails to pay rent due and owing under the lease whether the same be oral or written; provided that, for the purposes of this section, any portion of rent unpaid by a tenant to a landlord but utilized by the tenant to continue utility service to the rental premises after receiving notice from an electric, gas, water or sewer public utility that such service was in danger of discontinuance based on nonpayment by the landlord, shall not be deemed to be unpaid rent.**

**b. The person has continued to be, after written notice to cease, so disorderly as to destroy the peace and quiet of the occupants or other tenants living in said house or neighborhood.**

**c. The person has willfully or by reason of gross negligence caused or allowed destruction, damage or injury to the premises.**

**d. The person has continued, after written notice to cease, to substantially violate or breach any of the landlord's rules and regulations governing said premises, provided such rules and regulations are reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term.**

**e. (1) The person has continued, after written notice to cease, to substantially violate or breach any of the covenants or agreements contained in the lease for the premises where a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement, provided that such covenant or agreement is reasonable and was contained in the lease at the beginning of the lease term.**

**(2) In public housing under the control of a public housing authority or redevelopment agency, the person has substantially violated or breached any of the covenants or agreements contained in the lease for the premises pertaining to illegal uses of controlled dangerous substances, or other illegal activities, whether or not a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement, provided that such covenant or agreement conforms to federal guidelines regarding such lease provisions and was contained in the lease at the beginning of the lease term.**

**f. The person has failed to pay rent after a valid notice to quit and notice of increase of said rent, provided the increase in rent is not unconscionable and complies with any and all other laws or municipal ordinances governing rent increases.**

**g. The landlord or owner (1) seeks to permanently board up or demolish the premises because he has been cited by local or State housing inspectors for substantial violations affecting the health and safety of tenants and it is economically unfeasible for the owner to eliminate the violations; (2) seeks to comply with local or State housing inspectors who have cited him for substantial violations affecting the health and safety of tenants and it is unfeasible to so comply without removing the tenant; simultaneously with service of notice of eviction pursuant to this clause, the landlord shall notify the Department of Community Affairs of the intention to institute proceedings and shall provide the**

**department with such other information as it may require pursuant to rules and regulations. The department shall inform all parties and the court of its view with respect to the feasibility of compliance without removal of the tenant and may in its discretion appear and present evidence; (3) seeks to correct an illegal occupancy because he has been cited by local or State housing inspectors or zoning officers and it is unfeasible to correct such illegal occupancy without removing the tenant; or (4) is a governmental agency which seeks to permanently retire the premises from the rental market pursuant to a redevelopment or land clearance plan in a blighted area. In those cases where the tenant is being removed for any reason specified in this subsection, no warrant for possession shall be issued until P.L.1967, c.79 (C.52:31B-1 et seq.) and P.L.1971, c.362 (C.20:4-1 et seq.) have been complied with.**

**h. The owner seeks to retire permanently the residential building or the mobile home park from residential use or use as a mobile home park, provided this subsection shall not apply to circumstances covered under subsection g. of this section.**

**i. The landlord or owner proposes, at the termination of a lease, reasonable changes of substance in the terms and conditions of the lease, including specifically any change in the term thereof, which the tenant, after written notice, refuses to accept; provided that in cases where a tenant has received a notice of termination pursuant to subsection g. of section 3 of P.L.1974, c.49 (C.2A:18-61.2), or has a protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22 et al.), or pursuant to the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), the landlord or owner shall have the burden of proving that any change in the terms and conditions of the lease, rental or regulations both is reasonable and does not substantially reduce the rights and privileges to which the tenant was entitled prior to the conversion.**

**j. The person, after written notice to cease, has habitually and without legal justification failed to pay rent which is due and owing.**

**k. The landlord or owner of the building or mobile home park is converting from the rental market to a condominium, cooperative or fee simple ownership of two or more dwelling units or park sites, except as hereinafter provided in subsection l. of this section. Where the tenant is being removed pursuant to this subsection, no warrant for possession shall be issued until this act has been complied with. No action for possession shall be brought pursuant to this subsection against a senior citizen tenant or disabled tenant with protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22 et al.), or against a qualified tenant under the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), as long as the agency has not terminated the protected tenancy status or the protected tenancy period has not expired.**

**l. (1) The owner of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant or sublessee whose initial tenancy began after the master deed, agreement establishing the cooperative or subdivision plat was recorded, because the owner has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. However, no action shall be brought against a tenant under paragraph (1) of this subsection unless the tenant was given a statement in accordance with section 6 of P.L.1975, c.311 (C.2A:18-61.9);**

**(2) The owner of three or less condominium or cooperative units seeks to evict a tenant whose initial tenancy began by rental from an owner of three or less units after the master deed or agreement establishing the cooperative was recorded, because the owner seeks to personally occupy the unit, or has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing;**

**(3) The owner of a building of three residential units or less seeks to personally occupy a unit, or has contracted to sell the residential unit to a buyer who wishes to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing.**

**m. The landlord or owner conditioned the tenancy upon and in consideration for the tenant's employment by the landlord or owner as superintendent, janitor or in some other capacity and such employment is being terminated.**

**n. The person has been convicted of or pleaded guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense under the "Comprehensive Drug Reform Act of 1987," N.J.S.2C:35-1 et al., involving the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of that act within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located, and has not in connection with his sentence for that offense either (1) successfully completed or (2) been admitted to and continued upon probation while completing, a drug rehabilitation program pursuant to N.J.S.2C:35-14; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been so convicted or has so pleaded, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently, except that this subsection shall not apply to a person harboring or permitting a juvenile to occupy the premises if the juvenile has been adjudicated delinquent upon the basis of an act which if committed by an adult would constitute the offense of use or possession under the said act. No action for removal may be brought pursuant to this subsection more than two years after the date of the adjudication or conviction or more than two years after the person's release from incarceration whichever is the later.**

**o. The person has been convicted of or pleaded guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense under N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault, or terroristic threats against the landlord, a member of the landlord's family or an employee of the landlord; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been so convicted or has so pleaded, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently. No action for removal may be brought pursuant to this subsection more than two years after the adjudication or conviction or more than two years after the person's release from incarceration whichever is the later.**

**p. The person has been found, by a preponderance of the evidence, liable in a civil action for removal commenced under this act for an offense under N.J.S.2C:20-1 et al. involving theft of property located on the leased premises from the landlord, the leased premises or other tenants residing in the leased premises, or N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault or terroristic threats against the landlord, a member of the landlord's family or an employee of the landlord, or under the "Comprehensive Drug Reform Act of 1987," N.J.S.2C:35-1 et al., involving the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of that act within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located, and has not in connection with his sentence for that offense either (1) successfully completed or (2) been admitted to and continued upon probation while completing a drug rehabilitation program pursuant to N.J.S.2C:35-14; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who committed such an offense, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently, except that this subsection shall not apply to a person who harbors or permits a juvenile to occupy the premises if the juvenile has been adjudicated delinquent upon the basis of an act which if committed by an adult would constitute the offense of use or possession under the said "Comprehensive Drug Reform Act of 1987."**

**q. The person has been convicted of or pleaded guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense under N.J.S.2C:20-1 et al. involving theft of property from the landlord, the leased premises or other tenants residing in the same building or complex; or, being the tenant or lessee of such leased premises, knowingly harbors therein a person who has been so convicted or has so pleaded, or otherwise permits such a person to occupy those premises for residential purposes, whether continuously or intermittently.**

**r. The person is found in a civil action, by a preponderance of the evidence, to have committed a violation of the human trafficking provisions set forth in section 1 of P.L.2005, c.77 (C.2C:13-8) within or upon the leased premises or the**

**building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been engaged in human trafficking, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently. No action for removal may be brought pursuant to this subsection more than two years after the alleged violation has terminated. A criminal conviction or a guilty plea to a crime of human trafficking under section 1 of P.L.2005, c.77 (C.2C:13-8) shall be considered prima facie evidence of civil liability under this subsection.**

**For purposes of this section, (1) "developmental disability" means any disability which is defined as such pursuant to section 3 of P.L.1977, c.82 (C.30:6D-3); (2) "member of the immediate family" means a person's spouse, parent, child or sibling, or a spouse, parent, child or sibling of any of them; and (3) "permanently" occupies or occupied means that the occupant maintains no other domicile at which the occupant votes, pays rent or property taxes or at which rent or property taxes are paid on the occupant's behalf.**

**HISTORY: L. 1974, c. 49, § 2; amended 1975, c. 311, § 1; 1981, c. 8, § 1; 1981, c. 226, § 13; 1989, c. 294, § 1; 1991, c. 91, § 68; 1991, c. 307, § 1; 1991, c. 509, § 19; 1993, c. 342, § 1; 1995, c. 269, § 1; 1996, c. 131, § 1; 1997, c. 228, § 1; 2000, c. 113, § 3, eff. Sept. 8, 2000; 2013, c. 51, § 7, eff. July 1, 2013.**

**NOTES:**

**Editor's Note:**

**The title to L. 2013, c. 51 designates the act as the "Human Trafficking Prevention, Protection, and Treatment Act."**

**Effective Dates:**

**Section 22 of L. 2013, c. 51 provides: "Sections 1 and 2 of this act shall take effect immediately, and the remaining sections shall take effect on the first day of the second month next following the date of enactment, but the Attorney General, Commissioner of Community Affairs, Commissioner of Health, the Director of the Administrative Office of the Courts, and the New Jersey Board of Massage and Bodywork Therapy may take any anticipatory administrative action in advance thereof as shall be necessary for the implementation of this act." Chapter 51, L. 2013, was approved on May 6, 2013.**

**Amendment Note:**

**2013 amendment, by Chapter 51, in i., deleted "section 9 of" following "status pursuant to" and substituted "(C.2A:18-61.22 et al.), or" for "(C.2A:18-61.30) or"; inserted the comma following "N.J.S.2C:35-1 et al." in the first sentence of n.; and inserted the paragraph designated r., preceding the last paragraph of the section.**

## ***State of Oregon***

**Relating to residential tenancies; creating new provisions; amending ORS 90.100, 90.220, 90.323, 90.427, 90.600, 90.643, 90.675 and 105.124; and declaring an emergency. Be It Enacted by the People of the State of Oregon: SECTION 1. ORS**

**90.427 is amended to read: 90.427. (1) As used in this section[,]: (a) "First year of occupancy" includes all periods in which any of the tenants has resided in the dwelling unit for one year or less. (b) "Immediate family" means: (A) An adult person related by blood, adoption, marriage or domestic partnership, as defined in ORS 106.310, or as defined or described in similar law in another jurisdiction; (B) An unmarried parent of a joint child; (C) A child, grandchild, foster child, ward or guardian; or (D) A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A) or (B) of this paragraph. (2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy by a written notice given to the other at least 10 days before the termination date specified in the notice. (3) If a tenancy is a month-to-month tenancy: (a) At any time during the tenancy, the tenant may terminate the tenancy by giving the landlord notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy. (b) At any time during the first year of occupancy, the landlord may terminate the tenancy by giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy. [(c) At any time after the first year of occupancy, the landlord may terminate the tenancy by giving the tenant notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy.] [(4) If the tenancy is for a fixed term of at least one year and by its terms becomes a month-tomonth tenancy after the fixed term:] [(a) At any time during the fixed term, notwithstanding subsection (3) of this section, the landlord or the tenant may terminate the tenancy without cause by giving the other notice in writing not less Enrolled Senate Bill 608 (SB 608-INTRO) Page 1 than 30 days prior to the specified ending date for the fixed term or not less than 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later.] [(b) After the specified ending date for the fixed term, at any time during the month-to-month tenancy, the landlord may terminate the tenancy without cause only by giving the tenant notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy.] (c) Except as provided in subsection (8) of this section, at any time after the first year of occupancy, the landlord may terminate the tenancy only: (A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or (B) For a qualifying landlord reason for termination and with notice in writing as described in subsections (5) to (7) of this section. (4) If the tenancy is a fixed term tenancy: (a) The landlord may terminate the tenancy during the fixed term only for cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445. (b) If the specified ending date for the fixed term falls within the first year of occupancy, the landlord may terminate the tenancy without cause by giving the tenant notice in writing not less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later. (c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month tenancy upon the expiration of the fixed term, unless: (A) The landlord and tenant agree to a new fixed term tenancy; (B) The tenant gives notice in writing not less than 30 days prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later; or (C) The landlord has a qualifying reason for termination and gives notice as specified in subsections (5) to (7) of this section. (5) [Notwithstanding subsections (3)(c) and (4)(b) of this section,] The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this section at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under subsection (4)(c) of this section, by giving the tenant notice in writing not less than [30] 90 days prior to the date designated in the notice for the termination of the month-to-month tenancy or the specified ending date for the fixed term, whichever is later, if: [(a) The dwelling unit is purchased separately from any other dwelling unit;] [(b) The landlord has accepted an offer to purchase the dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's primary residence; and] [(c) The landlord has provided the notice, and written evidence of the offer to purchase the dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.] (a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use other than residential use within a reasonable time; (b) The landlord intends to undertake repairs or renovations to the dwelling unit within a reasonable time and: (A) The premises is unsafe or unfit for occupancy; or (B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations; (c) The landlord intends for the landlord or a member of the landlord's immediate family to occupy the dwelling unit as a primary residence and the landlord does not own a comparable unit in the same building that is available for occupancy at the same time that the tenant receives notice to terminate the tenancy; or (d) The landlord has: Enrolled Senate Bill 608 (SB 608-INTRO) Page 2**

**(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's primary residence; and (B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase. (6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall: (A) Specify in the termination notice the reason for the termination and supporting facts; (B) State that the rental agreement will terminate upon a designated date not less than 90 days after delivery of the notice; and (C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the tenant an amount equal to one month's periodic rent. (b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has an ownership interest in four or fewer residential dwelling units. (7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the specified ending date for the fixed term or 90 days prior to the date designated in the notice for the termination of the tenancy, whichever is later, and: (a) The tenant has committed three or more violations of the rental agreement within the preceding 12-month period and the landlord has given the tenant a written warning notice at the time of each violation; (b) Each written warning notice: (A) Specifies the violation; (B) States that the landlord may choose to terminate the tenancy at the end of the fixed term if there are three violations within a 12-month period preceding the end of the fixed term; and (C) States that correcting the third or subsequent violation is not a defense to termination under this subsection; and (c) The 90-day notice of termination: (A) States that the rental agreement will terminate upon the specified ending date for the fixed term or upon a designated date not less than 90 days after delivery of the notice, whichever is later; (B) Specifies the reason for the termination and supporting facts; and (C) Is delivered to the tenant concurrent with or after the third or subsequent written warning notice. (8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on the same property as the landlord's primary residence, and the building or the property contains not more than two dwelling units, the landlord may terminate the tenancy at any time after the first year of occupancy: (a) For a month-to-month tenancy: (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; (B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy; or (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy if: (i) The dwelling unit is purchased separately from any other dwelling unit; (ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's primary residence; and (iii) The landlord has provided the notice, and written evidence of the offer to purchase the dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase. (b) For a fixed term tenancy: Enrolled Senate Bill 608 (SB 608-INTRO) Page 3 (A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or (B) At any time during the fixed term, without cause by giving the tenant notice in writing not less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later. (9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7) of this section: (A) The landlord shall be liable to the tenant in an amount equal to three months' rent in addition to actual damages sustained by the tenant as a result of the tenancy termination; and (B) The tenant has a defense to an action for possession by the landlord. (b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant commences an action asserting the claim within one year after the tenant knew or should have known that the landlord terminated the tenancy in violation of this section. [(6)] (10) The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day. [(7)] (11) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, the landlord may recover from the tenant any actual damages resulting from the tenant holding over, including the value of any rent accruing from the expiration or termination of the rental agreement until the landlord knows or should know that the tenant has relinquished possession to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7) applies. [(8)(a)] (12)(a) A notice given to terminate a tenancy under subsection (2), [or] (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section need not state a reason for the termination. (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a notice of**

**termination given under subsection (2), [or] (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section an explanation of the reason for the termination without having to prove the reason. An explanation does not give the person receiving the notice of termination a right to cure the reason if the notice states that: (A) The notice is given without stated cause; (B) The recipient of the notice does not have a right to cure the reason for the termination; and (C) The person giving the notice need not prove the reason for the termination in a court action. [(9)] (13) Subsections (2) to [(5)] (9) of this section do not apply to a month-to-month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850. SECTION 2. ORS 90.323 is amended to read: 90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent without giving the tenant written notice at least seven days prior to the effective date of the rent increase. (2) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year. [(2)] (3) [If a tenancy is a month-to-month tenancy] During any tenancy other than week-toweek, the landlord may not increase the rent: (a) During the first year after the tenancy begins. (b) At any time after the first year of the tenancy without giving the tenant written notice at least 90 days prior to the effective date of the rent increase. Enrolled Senate Bill 608 (SB 608-INTRO) Page 4 (c) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent except as permitted under subsection (7) of this section. [(3)] (4) The notices required under this section must specify: (a) The amount of the rent increase; (b) The amount of the new rent; [and] (c) Facts supporting the exemption authorized by subsection (7) of this section, if the increase is above the amount allowed in subsection (3)(c) of this section; and [(c)] (d) The date on which the increase becomes effective. [(4)] (5) This section does not apply to tenancies governed by ORS 90.505 to 90.850. (6) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may not reset rent for the next tenancy in an amount greater than seven percent plus the consumer price index above the previous rent. (7) A landlord is not subject to subsection (3)(c) or (6) of this section when: (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or (b) The landlord is providing reduced rent to the tenant as part of a federal, state or local program or subsidy. (8) A landlord that increases rent in violation of subsection (3)(c) or (6) of this section is liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant. SECTION 3. ORS 90.600 is amended to read: 90.600. (1) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year. [(1)] (2) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply, the landlord may not increase the rent [unless the landlord gives]: (a) Without giving each affected tenant notice in writing [to each affected tenant] at least 90 days prior to the effective date of the rent increase [specifying]; and (b) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent. (3) The written notice required by subsection (2)(a) of this section must specify: (a) The amount of the rent increase[,]; (b) The amount of the new rent [and]; (c) Facts supporting the exemption authorized by subsection (4) of this section, if the increase is above the amount allowed in subsection (2)(b) of this section; and (d) The date on which the increase becomes effective. (4) A landlord is not subject to subsection (2)(b) of this section when: (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or (b) The landlord is providing reduced rent to the tenant as part of a federal, state or local program or subsidy. (5) A landlord that increases rent in violation of subsection (2)(b) of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant. [(2)] (6) This section does not create a right to increase rent that does not otherwise exist. [(3)] (7) This section does not require a landlord to compromise, justify or reduce a rent increase that the landlord otherwise is entitled to impose. Enrolled Senate Bill 608 (SB 608-INTRO) Page 5 [(4)] (8) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental agreement, create a basis for tenant challenge of a rent increase, judicially or otherwise. [(5)(a)] (9)(a) The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree**

**otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days. (b) The tenants' committee is entitled to informal dispute resolution in accordance with ORS 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection. SECTION 4. Section 5 of this 2019 Act is added to and made a part of ORS chapter 90. SECTION 5. (1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed by ORS 90.323 (3) or 90.600 (2) for the following calendar year as seven percent plus the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor. (2) No later than September 30th of each year, the Oregon Department of Administration Services shall publish the maximum annual rent increase percentage calculated pursuant to subsection (1) of this section, along with the provisions of ORS 90.323 and 90.600, in a press release. (3) The department shall maintain publicly available information on its website about the maximum annual rent increase percentage for the previous calendar year and for the current calendar year and, on or after September 30th of each year, for the following calendar year. SECTION 6. ORS 90.100 is amended to read: 90.100. As used in this chapter, unless the context otherwise requires: (1) "Accessory building or structure" means any portable, demountable or permanent structure, including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks, steps, ramps, piers and pilings, that is: (a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or (b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a tenant of a manufactured dwelling or floating home. (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession. (3) "Applicant screening charge" means any payment of money required by a landlord of an applicant prior to entering into a rental agreement with that applicant for a residential dwelling unit, the purpose of which is to pay the cost of processing an application for a rental agreement for a residential dwelling unit. (4) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit. (5) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836. (6) "Carbon monoxide source" has the meaning given that term in ORS 105.836. Enrolled Senate Bill 608 (SB 608-INTRO) Page 6 (7) "Conduct" means the commission of an act or the failure to act. (8) "DBH" means the diameter at breast height, which is measured as the width of a standing tree at four and one-half feet above the ground on the uphill side. (9) "Dealer" means any person in the business of selling, leasing or distributing new or used manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling or floating home for use as a residence. (10) "Domestic violence" means: (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship. (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243. (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" regarding a person who rents a space for a manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and not the manufactured dwelling, recreational vehicle or floating home itself. (13) "Essential service" means: (a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850: (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches for windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320, the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the dwelling unit unfit for occupancy. (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850: (A) Sewage disposal, water supply,**

**electrical supply and, if required by applicable law, any drainage system; and (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730, the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the rented space unfit for occupancy. (14) "Facility" means a manufactured dwelling park or a marina. (15) "Fee" means a nonrefundable payment of money. (16) "First class mail" does not include certified or registered mail, or any other form of mail that may delay or hinder actual delivery of mail to the recipient. (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a specific ending date and terminating on that date without requiring further notice to effect the termination. (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes an accessory building or structure. (19) "Good faith" means honesty in fact in the conduct of the transaction concerned. (20) "Hazard tree" means a tree that: (a) Is located on a rented space in a manufactured dwelling park; (b) Measures at least eight inches DBH; and (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable risk of causing serious physical harm or damage to individuals or property in the near future. (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005. (22) "Informal dispute resolution" [means, but is not limited to,] includes consultation between the landlord or landlord's agent and one or more tenants, or mediation utilizing the services of a third party. Enrolled Senate Bill 608 (SB 608-INTRO) Page 7 (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor or sublessor to manage the premises or to enter into a rental agreement. (24) "Landlord's agent" means a person who has oral or written authority, either express or implied, to act for or on behalf of a landlord. (25) "Last month's rent deposit" means a type of security deposit, however designated, the primary function of which is to secure the payment of rent for the last month of the tenancy. (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory building or structure. "Manufactured dwelling" does not include a recreational vehicle. (27) "Manufactured dwelling park" means a place where four or more manufactured dwellings are located, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee. (28) "Marina" means a moorage of contiguous dwelling units that may be legally transferred as a single unit and are owned by one person where four or more floating homes are secured, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee. (29) "Marina purchase association" means a group of three or more tenants who reside in a marina and have organized for the purpose of eventual purchase of the marina. (30) "Month-to-month tenancy" means a tenancy that automatically renews and continues for successive monthly periods on the same terms and conditions originally agreed to, or as revised by the parties, until terminated by one or both of the parties. (31) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity. (32) "Owner" includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested: (a) All or part of the legal title to property; or (b) All or part of the beneficial ownership and a right to present use and enjoyment of the premises. (33) "Person" includes an individual or organization. (34) "Premises" means: (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances therein; (b) Grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant; and (c) A facility for manufactured dwellings or floating homes. (35) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date. (36) "Recreational vehicle" has the meaning given that term in ORS 446.003. (37) "Rent" means any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.532. (38) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises. "Rental agreement" includes a lease. A rental agreement shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy. (39) "Roomer" means a person occupying a dwelling unit that does not include a toilet and either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure. (40) "Screening or admission criteria" means a written**

**statement of any factors a landlord considers in deciding whether to accept or reject an applicant and any qualifications required for Enrolled Senate Bill 608 (SB 608-INTRO) Page 8 acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history, character references, public records, criminal records, credit reports, credit references and incomes or resources of the applicant. (41) "Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee. (42) "Sexual assault" has the meaning given that term in ORS 147.450. (43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does not include a tenant who holds over as described in ORS 90.427 [(7)] (11). (44) "Stalking" means the behavior described in ORS 163.732. (45) "Statement of policy" means the summary explanation of information and facility policies to be provided to prospective and existing tenants under ORS 90.510. (46) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a dwelling unit. (47) "Tenant": (a) Except as provided in paragraph (b) of this subsection: (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public housing authority. (B) Means a minor, as defined and provided for in ORS 109.697. (b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a residence a manufactured dwelling or a floating home in a facility and persons residing with that tenant under the terms of the rental agreement. (c) Does not mean a guest or temporary occupant. (48) "Transient lodging" means a room or a suite of rooms. (49) "Transient occupancy" means occupancy in transient lodging that has all of the following characteristics: (a) Occupancy is charged on a daily basis and is not collected more than six days in advance; (b) The lodging operator provides maid and linen service daily or every two days as part of the regularly charged cost of occupancy; and (c) The period of occupancy does not exceed 30 days. (50) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics: (a) The occupant rents the unit for vacation purposes only, not as a principal residence; (b) The occupant has a principal residence other than at the unit; and (c) The period of authorized occupancy does not exceed 45 days. (51) "Victim" means: (a) The person against whom an incident related to domestic violence, sexual assault or stalking is perpetrated; or (b) The parent or guardian of a minor household member against whom an incident related to domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the perpetrator. (52) "Week-to-week tenancy" means a tenancy that has all of the following characteristics: (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven days; (b) There is a written rental agreement that defines the landlord's and the tenant's rights and responsibilities under this chapter; and (c) There are no fees or security deposits, although the landlord may require the payment of an applicant screening charge, as provided in ORS 90.295. SECTION 7. ORS 90.220 is amended to read: Enrolled Senate Bill 608 (SB 608-INTRO) Page 9 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties. (2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally amended by the landlord or tenant. (3) The landlord shall provide the tenant with a copy of any written rental agreement and all amendments and additions thereto. (4) Except as provided in this subsection, the rental agreement must include a disclosure of the smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined in ORS 90.100. (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to 90.465 apply may include in the rental agreement a provision for informal dispute resolution. (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit. (7) Except as otherwise provided by this chapter: (a) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly or weekly installments at the beginning of each month or week, depending on whether the tenancy is month-to-month or week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent increases must comply with the provisions of ORS 90.323. (b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-to-month tenancy. (8) Except as provided by ORS 90.427 [(7)] (11), a tenant is responsible for payment of rent until the**

**earlier of: (a) The date that a notice terminating the tenancy expires; (b) The date that the tenancy terminates by its own terms; (c) The date that the tenancy terminates by surrender; (d) The date that the tenancy terminates as a result of the landlord failing to use reasonable efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3); (e) The date when a new tenancy with a new tenant begins; (f) Thirty days after delivery of possession without prior notice of termination of a month-tomonth tenancy; or (g) Ten days after delivery of possession without prior notice of termination of a week-to-week tenancy. (9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of tenant payments, a landlord shall apply tenant payments in the following order: (A) Outstanding rent from prior rental periods; (B) Rent for the current rental period; (C) Utility or service charges; (D) Late rent payment charges; and (E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the tenant. (b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850. SECTION 8. ORS 105.124 is amended to read: 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling unit: (1) The complaint must be in substantially the following form and be available from the clerk of the court: _____**

**Enrolled Senate Bill 608 (SB 608-INTRO) Page 10 IN THE CIRCUIT COURT FOR THE COUNTY OF No. RESIDENTIAL EVICTION COMPLAINT PLAINTIFF (Landlord or agent): Address: City: State: Zip: Telephone: vs. DEFENDANT (Tenants/Occupants): MAILING ADDRESS: City: State: Zip: Telephone: 1. Tenants are in possession of the dwelling unit, premises or rental property described above or located at: 2. Landlord is entitled to possession of the property because of: 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403. 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398. 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445. 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394. 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6). 10-day notice for a pet violation, a repeat violation in a month-to-month tenancy or without stated cause in a week-to-week tenancy. ORS 90.392 (5), Enrolled Senate Bill 608 (SB 608-INTRO) Page 11 90.405 or 90.427 (2). 20-day notice for a repeat violation. ORS 90.630 (4). 30-day, 60-day or 180-day notice without stated cause in a month-to-month tenancy. ORS 90.427 (3)(b) or (8)(a)(B) or (C) [or (4)] or 90.429. 30-day notice with stated cause. ORS 90.392, 90.630 or 90.632. 60-day notice with stated cause. ORS 90.632. 90-day notice with stated cause. ORS 90.427 (5) or (7). Notice to bona fide tenants after foreclosure sale or termination of fixed term tenancy after foreclosure sale. ORS 86.782 (6)(c). Other notice No notice (explain) A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED 3. If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3). Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees. I certify that the allegations and factual assertions in this complaint are true to the best of my knowledge. Signature of landlord or agent. _____ (2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff. (3) A copy of the notice relied upon, if any, must be attached to the complaint. SECTION 9. ORS 90.643 is amended to read: 90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is converted pursuant to ORS 92.830 to 92.845: (a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of any tenancy on any space in the park or any lot in the planned community subdivision of manufactured dwellings. (b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling park ceases to exist, notwithstanding the possibility that four or more lots in the planned community subdivision may be available for rent. (2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes the park as a result of the conversion, ORS 90.645 applies to the closure. (3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not close the park as a result of the conversion: Enrolled Senate Bill 608 (SB 608-INTRO)**