

ORDINANCE No. 30.01.088

Amend Affordable Housing Preservation and Portland Renter Protections Code to clarify and extend protections against the harassment of tenants (Ordinance; amend Code Chapter 30.01)
The City of Portland ordains:

Section 1. The Council Finds:

1. In recent years, renters across the state of Oregon have fought for, and won, a number of rudimentary housing protections. Most of these were engendered through the Oregon Legislative Assembly's passage of Senate Bill 608, which mandated rent stabilization and granted some accompanying eviction protections. Portland City Ordinance 187380, which took effect November 13, 2015, supplemented these protections with the incorporation of Portland Renter Additional Protections into Chapter 30 of the City Code.
2. While these protections are crucial for bolstering stability and livability for tenants, they have also demonstrably incentivized landlords to encourage self-evictions, wherein landlord, through action or inactions, renders the property uninhabitable or serves tenants with legally ineffective notices, causing the tenant to vacate the property without requiring the landlord to, for instance, provide mandatory relocation assistance or provide legally sufficient notices with the required notice period. This kind of eviction manifests through myriad forms of harassment and allow property owners to circumvent state, county, and city mandates in order to remove tenants without good cause.
3. Empirical analyses in Portland and beyond have shown that the bad faith rejection of maintenance requests and reduction or withholding of services and amenities are among the common tactics landlords use in order to encourage self-eviction. Other tactics include arbitrary enforcements of property rules as well as verbal bullying of residents.
4. Regardless of the COVID-19 pandemic, and the temporary housing protections put into place across the country and this state, many renters in Portland endure significant and increasing harassment as landlords circumvent legal safeguards.
5. In order to more substantively protect renters, the current city code must be reconstituted to define and prevent harassment. Further, an expansion of the Rental Services Office and the maintenance of a rent escrow program are necessary.

NOW, THEREFORE, the Council directs:

- a. City Code Chapter 30.01 Affordable Housing Preservation and Portland Renter is amended, as provided in Exhibit A.

A. In addition to the protections set forth in the Residential Landlord and Tenant Act, the following additional protections apply to Tenants that have a Rental Agreement for a Dwelling Unit covered by the Act. For purposes of this chapter, unless otherwise defined herein, capitalized terms have the meaning set forth in the Act.

B. A Landlord may not engage in harassment of a tenant. Herein, the term tenant includes anyone lawfully residing in the dwelling unit. Harassment is defined as engaging in any of the below actions in a manner that has the reasonably foreseeable effect of causing distress, frustration, inconvenience, confusion, or otherwise causing the tenant to self-evict. Self-eviction is defined as a tenant relinquishing a dwelling unit that they are entitled to possess to the exclusion of others without receiving a legally valid eviction notice. Unreasonable is an objective, not subjective, standard. A tenant's property includes their pet(s), if any.

It is harassment for a landlord to:

1. Unreasonably delay or refuse to make timely repairs or return to habitable condition any feature of a dwelling unit or any common areas to which tenants have a right of access,
2. Abuse the right of access provided under ORS 90.322 by making unreasonable entries, whether in nature or number, onto the premises,
3. Make inquiries about the immigration status of a tenant or anyone else residing or planning to reside in the dwelling unit, or to disclose or threaten to disclose the immigration status of the above-described parties to relevant authorities;
4. Verbally or physically abuse a tenant, intentionally or recklessly damage the property of a tenant, or cause a tenant to reasonably fear that they or their property will be harmed;
5. Mislead a tenant into believing that they are required to leave the unit when they are not legally required to do so, including issuing notices of violation and notices of termination that the landlord knows, or should know, are factually or legally insufficient or incorrect;
6. Slander, libel or share false information about a tenant with other tenants, employees, prospective landlords or the community at large, including the tenant's employer, family and guests;
7. Refuse payment required to be paid by the tenant that is made lawfully and using a method agreed upon by both parties or using a method that does not place an undue burden on the landlord to accept, or to refuse payment for the sole reason that the payment is made on behalf of tenant by another party;
8. Make or enforce new rules or regulations without explaining in writing to the tenant how the new rules or regulations comply with ORS 90.262(1)(a)-(f);
9. Enforce rules that were not previously routinely enforced, or enforce rules only against certain tenants, including but limited to rules regarding items placed on porches or balconies, noise or odor complaints, house guests, pets, landscaping;
10. Issues notices or otherwise notify tenant that they are required to perform any duty that is not described in ORS 90 or the rental agreement;
11. Fail to, in good faith and with reasonable clarity and advance notice, communicate the anticipated scope and duration of construction or maintenance projects, including failing to provide updates on the status of the project(s) or failing to provide or timely implement a reasonable mitigation plan if the planned project impacts the use and enjoyment of the dwelling unit and common areas;
12. Enforce rules or regulations or otherwise isolate or treat disparately tenants on the basis of race, ethnicity, country of origin, citizenship status, sex, gender, age, disability or family status.

C. A Landlord shall include a description of the prohibited conduct and of Tenant's rights under this Section 30.01.--- with each and any Termination Notice, Increase Notice, Violation Notice or other relevant communication. (needs tweaking)

D. A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.-- shall be liable to the Tenant for an amount up to 3 times the monthly Rent as well as actual damages, reasonable attorney fees and costs (collectively, "Damages"). Any Tenant claiming to be aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate, such as injunctive relief prohibiting the filing of an FED for a minimum of 6 months.

Additionally, any Tenant may seek an advisory opinion from the Rental Services Office whether their landlord's conduct may violate this Section. If RSO determines that the landlord's conduct likely violates this Section, the Tenant may request the Landlord enter into mediation and the Landlord shall not unreasonably deny the request to enter mediation. A Landlord that is found by the court to repeatedly engage in tenant harassment may be subject to a progressive series of civil fines or fees, as the Director of PHB or their designee may promulgate.

E. In carrying out the provisions of this Section 30.01.---, the Director of PHB, or a designee, is authorized to adopt, amend and repeal administrative rules to carry out and administer the provisions of this Section 30.01.---.