

Landlord-tenant law still alive in Salem

By MIKE DOLAN
Of the Emerald

SALEM—Fred has been evicted. His landlord, as required by law, gives him 30 days to find another place to live. Fred, mad at his landlord, decides to use that time to tear the house up. What does it matter to him if he chops holes in the wall—it isn't his house.

Pam has been evicted, too. She was a good tenant, keeping her apartment clean and turning her stereo down at night. She always paid her rent on time. Her landlord evicted her when he read about her arrest in the paper. It was a mistake. Pam only looked like the person who committed the crime so the charges were dropped a week later. The eviction notice was not dropped.

The stories of Fred and Pam are true—only their names have been changed. Their cases are typical of the eviction problems that worry the lobbyists on both sides of the landlord bills now in the Legislature—Fred's case, because the damage he caused may force the landlord to raise his rents. Pam's case, because she lost her home through no fault of her own.

Most of the important landlord-tenant legislation is contained in three bills. SB-310—and the nearly identical HB-2345—restrict landlords from evicting renters except for very specific reasons. HB-2061, the major landlord-tenant bill of the session, is a compromise measure covering a range of renting problems with clauses to satisfy both landlords and tenants.

It gives tenants the right to "repair and deduct." If a landlord has negligently allowed some essential service (like heating) to deteriorate, the renter can repair it and deduct the cost from his or her rent.

The renter must notify the landlord in writing and repairs cannot exceed \$200 or the price of one month's rent, whichever is greater.

HB-2061 also gives landlords the right to "nail and mail." This catchy little phrase means a landlord can forgo the usual 30-day eviction notice for dangerous renters and serve a one-day notice by posting it on the door and mailing it to the renter.

The bill, hammered out in frequent sessions of the House State and Federal Affairs Committee, passed the House Monday and will probably pass the Senate because it embodies compromises suggested by the Oregon Realtors Association, the Oregon Homebuilders Association, the Eugene-Springfield Tenants Union, Multnomah County Legal Aid and Portland Student Services (a PSU-related student housing organization).

Besides the concessions for each side of the controversy, HB-2061 establishes a more clear-cut procedure in the landlord-tenant relationship. It requires landlords to give renters a written copy of the rent agreement and a 30-day written notice of any rent increases.

The two other bills, SB-310 and HB-2345, take away landlord's ability to evict a renter for just any reason. They clearly spell out the justifiable reasons for eviction: failure to pay rent, disorderly conduct, damaging the unit or injuring other renters, violating the rent agreement and a few other technical reasons.

A landlord can also evict a ten-

ant if he or she wants to move into the rental unit or if he or she has to vacate the place in order to sell it. And the bills strengthen a section of the 1973 law prohibiting retaliatory evictions of renters who join tenant unions.

Most of the lobbyists have concentrated on SB-310, now before the Senate Consumer and Business Affairs Committee. While the tenants consider the measure to be an equitable and worthwhile insurance of civil rights, the landlords think the just-cause-for-eviction bill might lead to the demise of their industry.

"The restrictions embodied in SB-310 are simply not palatable to landlords," says Eric Meurer of the Oregon Homebuilders Association. He sees the bill as part of a trend that is discouraging people from investing in the rental business.

Although he supports HB-2061, Meurer is wary of legislation removing some of the latitude—and therefore the "fun"—from the renting business. He feels restrictions on landlords may force them out of

business and force government in.

Richard Forester, deputy director of Multnomah County Legal Aid, disagrees. "The whole thrust of 310 is freedom of speech," he says. By diminishing the unspoken threat of eviction, he explains, a tenant can talk about sub-standard conditions. People talking to each other leads people trusting each other. And trust, he says, leads to longer and more stable rentals, an advantage to both renters and landlords.

Forester and Meurer reach such different conclusions because they each take a different side of the basic question involved in landlord-tenant laws.

Should renting be covered under property law or contract law? What is most important, the property invested or the services rendered?

Meurer says property is the basis of the transaction because the landlord has so much invested and the renter has so little. And, he says, the renter can call it quits at anytime and move on, the landlord can't.

Meanwhile, in committee

SALEM — Some of Eugene's tenants have been busy in the Legislature. Members of the Eugene-Springfield Tenants Union have introduced two bills.

Both of the bills, SB-662 and SB-768, are before the Senate Consumer and Business Affairs Committee. The committee will be taking action on all of its landlord-tenant bills at the same time and has put off consideration of the two bills for a while.

SB-662 puts some restrictions on rental referral agencies. It prohibits them from charging renters before they provide a service.

SB-768 prohibits a landlord from making a tenant pay any fees besides rent. It also makes it easier for renters to get their security deposits back from landlords. And it requires landlords to pay interest on security deposits held longer than six months.

The bills join about 12 others now languishing in the Legislature. They range from a bill placing tenants on a public housing authority to a bill against discriminating against renting parents.

Forester says people do not pay for land, they pay for services, so both a renter who gives money and a landlord who gives a dwelling should be on equal legal footing.

Although they disagree on what should be the basis of the relationship both Meurer and Forester agree that the trend is moving away from property rights and toward the contract rights idea.

The trend may not be as noticeable this session as last session. In 1973, the Legislature passed the Landlord-Tenant Act, the foundation of Oregon rental laws.

This session won't see anything as sweeping. Cindy Parker, lobbyist for Portland Student Services, has been following landlord-tenant bills all session. Although she says her student-housing organization fulfills the functions of both a landlord and a tenant, she has been working primarily on the side of tenants.

Her expectations have considerably lessened since January. She came to Salem hoping to get just-cause-for-eviction legislation enacted (basically SB-310), now she says she will be satisfied with the compromises in HB-2061.

"If 310 gets through it will be a miracle," she says. Although she has struck up a friendly relationship with the landlord lobbyists she has opposed for the past three months ("We always say 'hello' in the halls."), Parker feels they exercise too much influence in the Legislature.

The housing industry, she says, is closely connected to Oregon's number one business, cutting down trees. And as for their lobbying ability, she says, "Money is power."



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