

Chairman Fagan, Vice Chair Girod, and members of the committee

My name is Marjorie Davis; part of my family has lived in Oregon for over seventy years. When I was facing a reoccurrence of breast cancer, my husband and I decided to move to Bandon in order to be closer to relatives living in Langlois. We rented a mobile home from a California couple in late September 2013 and had a good relationship with them for almost three years. We paid our rent on time and honored all the stipulations of our rental agreement. They were sympathetic when my husband was diagnosed with liver cancer and appreciated that we still never failed to pay our rent on time even when faced with expenses involved in going back & forth to Portland for his cancer treatments at OHSU. . Our landlords repeatedly told us that were we "the best tenants they ever had on the property."

However, in 2016, our landlord decided that he was going to ignore our rental agreement and install his unemployed, broke daughter (these were his words) in an outbuilding directly behind the mobile home we were renting from him. He never said that he wanted his daughter to replace us as tenants and have her live in the rental. Instead he wanted us to continue paying rent while he limited our use of the area. He also insisted that neither he nor his daughter should need to contribute up front any money toward the water & electric that had been in my name since 2013. We are retired and on a fixed income and monitor our utility usage carefully. I objected to her staying on the premises without at least some guarantee of payment for the services that were in my name especially since she would be living in an un-insulated and un-permitted building on the property, The landlord continued to state that these were the new rules even after I showed him that our rental agreement stated we were to be the only occupants of the premises and there was absolutely no mention of us having to pay for any other useage of utilities except our own.

He announced that if I did not like it, I could give him notice...which would have given me only a 30 day window in which to move not the 60 required if he gave me a no cause eviction; I declined. He and his wife then went back to their home in California and left his daughter on the property in a building that was against the Coos County UR2 zoning regulations and had never been permitted as a residence (per Coos County Planning Department). In September 2016, I was given a 60 day no cause eviction notice even though our landlord was aware that my husband and I were saving up for a trip to Portland to OHSU for a third TACE (chemo) treatment in early December. My husband was extremely stressed out since he was not physically in a position to help me with the move and felt that there was a strong possibility that we would have to stay in a campground for the winter while we tried to save enough money for first/last/ and cleaning security deposits.

So even though we honored our part of the rental contract and the landlord flouted Bandon zoning restrictions on UR2 properties, we were evicted. There should be some parity in landlord/tenant laws so that tenants who find themselves in similar circumstances (after having never failed to pay their rent on time and never broke any of their obligations in the rental agreement) are in some way protected, especially when their landlords break the conditions of their rental agreements and ignore other Oregon laws such as zoning laws that stipulate only one residence or duplex is allowed on their property. Although I do not believe that morality can really be legislated, fairness in a relationship such as landlord and tenant should be a possibility.

Thank you for your time in reading my thoughts on this issue and for your public service. I urge you to consider the need for the passage of SB608. Sincerely, Marjorie Davis