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From: bobevans3200@gmail.com on behalf of Bob Evans <bobevans3200@hotmail.com>
Sent: Thursday, May 04, 2017 1:06 PM
To: SHS Exhibits
Subject: HB 2004-a

This bill is BAD! This proposed change to OR L/T Law is unnecessary, flawed, solves no onerous situation/s imposed by landlords onto tenants, will result in the reduction in OR's rental-housing stock AND, thus, substantially raise rents

Sure, a 'no-cause notice to a tenant can/is OCCASIONALLY misused. But tenants are already protected from retaliatory evictions by the OR L/T Law.

As a landlord in Klamath Falls for 22+ years, & a member of the Klamath Rental Owners Assoc & the OR Rental Housing Assoc for the same length of time, I know of only 3 types of uses by 'caring' landlords:

1) a 'no-fault' notice can be used to protect the overall peaceful atmosphere of a multiunit building when a belligerent, self-centered, and/or obnoxious tenant makes a pleasant apt complex a war zone of retaliation. Landlords can exercise this power to require 1 problem tenant to move, rather than have that tenant-bully others so much that they must fight to stop it or must uproot their home & move.

If YOU were living in a complex with a bully, I bet you'd be screaming for the landlord TO DO SOMETHING!

If this bill becomes law, your landlord could do nothing for you or others in the complex;

2) a 'no-fault' notice is occasionally used to facilitate repairs that must be done - sometimes repairs or upgrades that correct a condition that makes the unit 'uninhabitable' per OR L/T Law.

Previously a condition was almost imposed by OR State government a few years ago that landlords install fall-proof windows in all windows from the 2nd floor & higher - the intent being to protect young children from falling out of a window. This 'improvement' to OR's L/T Law was also to be implemented as an 'emergency', until calmer heads stopped it b/c a) there were no windows manufactured at that time that would allow an adult to open the window from the inside in the event of a fire, while allowing a fireman to open it from the outside, but not allow a burglar from opening it from the outside).

Continuing item 2), above, consider these 2 scenarios: a) a landlord tries to rent a unit that is, by law, uninhabitable. For those tenants that know the law and/or can afford a better place, they rent elsewhere; & b) a rented unit that is inhabitable BECOMES uninhabitable because of, say, storm damage or, perhaps, the sudden failure of a/some key necessity/ies like a heater, water damage, a fire damage, etc.

In the 1st case, ultimately, the landlord corrects the condition, or sells the property so that it can be corrected, or loses the property to foreclosure & it is corrected by a new owner.

In the 2nd case, the landlord must have the cooperation of the tenant by way of the tenant moving. Currently, OR L/T Law provides that a landlord must provide temporary housing (say, in a motel) and safe storage of the tenant's belongings at the same rent during the time that repairs/improvements are being made. Since, many times, the repairs can take weeks or months (say, b/c of building code requiring that ALL the wiring be upgraded, or all asbestos be removed, etc.), the tenant chooses to move on to another place (apt).

But there are some tenants who see these unforeseen acts-of-god as an opportunity to 'cash-in', and try to extort the landlord. Use of a 'no-cause' notice is protection for the landlord, while still providing for the tenant.

And, finally, item #3), philosophically, a landlord should have a reasonable expectation that s/he can regain possession of his/her property without being commanded by the State to meet some arbitrary requirement(s), especially requirements that make offering rental-housing to those people who need it so expensive to provide, that higher rents to tenants are not supported by the wages paid in the local economy.

Thus, it is clear that the proposal is unnecessary, flawed, solves no onerous situations imposed by landlords onto tenants, will result in the reduction in OR's rental-housing stock AND, thus, substantially raise rents.

Please vote 'NO' on it!

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