



community alliance of tenants

CAT Board Agenda
COMMUNITY ALLIANCE OF TENANTS (CAT)
January 23, 2023
6:00 PM - 8:00 PM

6:00 Welcome

Board role: Agenda approval and ground rules review

6:05 Approval of December 12th and December 20th 2022 minutes

6:10 Board introductions. check-ins and staff introductions

Check-in Question What is the origin of your name?

*6:15 Review Policy recommendations for endorsement,

Board Role: Listen, nominate and vote

Staff recommendation: (See the full list in the January Board Packet)

- Priority and endorsement of the Fair Shot, ROC, SETA and Stable Homes Bills.
- Endorse the Housing Alliance endorsements.
- Endorse HB 2004 rank choice voting

7:00 Break

7:05 Staff Reports

Board Role: Listen, Discussion

7:30 Set annual calendar for board actions

Board Role: Discussion

January	February	March	April	May	June
CAT Board approves State Legislative Endorsements	CAT Board adds board members, revisits board recruitment plan. CAT Board discusses the implementation	CAT Board discusses program priorities based on the Strategic Plan	CAT Board reviews the funding plan for the program priorities	CAT Board prepares for the Summer Member Meeting ERA support	CAT Board Approve the 2023 CAT Budget Approve Implementation Plan



community alliance of tenants

	of the Strategic Plan				
July	August	September	October	November	December
CAT Summer Member Meeting	Board Retreat?	Approve revised by-laws Endorse new board members	Annual Member Meeting		

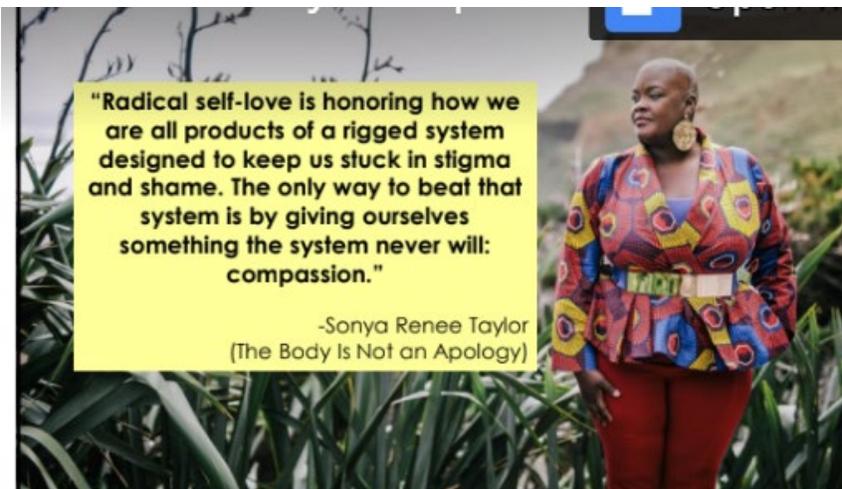
8:00 Adjourn

*These are action items

Quote from Governor Kotek regarding declaring a homelessness state of emergency.

Kotek says, "People are currently becoming homeless faster than we have been able to rehouse people living outside. We must do all we can to address and prevent homelessness so we can make progress toward not just ending homelessness for individual families, but for communities across the state. This is only the first step and it is going to take collaboration and commitment across local, state, federal, nonprofit, and private sectors to make sure we are acting at the scale and urgency this humanitarian crisis demands."

Radical self-love by Sonya Renee Taylor



"Radical self-love is honoring how we are all products of a rigged system designed to keep us stuck in stigma and shame. The only way to beat that system is by giving ourselves something the system never will: compassion."

-Sonya Renee Taylor
(The Body Is Not an Apology)

CAT Board Meeting 12/20/2022 8PM

Emergency Board Meeting to address legislative package endorsement

Attending: Foster, Alex, Kim, Ivonne, Delfina, Amanda, Betty Holladay, Darren Golden, Musonda

Quorum?: Yes

Questions: Do we challenge the 8% rental cap in the Stable Homes package?

Outcome: The Board voted unanimously to continue to back the legislative package, with the caveat that we will dissent the 8% rental cap. We agreed to consult with Darren on how to craft this dissenting statement and how best to deploy it.

Agenda:

Welcome

Kim presents on endorsement, its meaning and impact on our Membership, and possible paths forward

Board and attendee discussion

Vote: next steps

Meeting adjourned

Notes:

1. Timing issue: CAT is part of a coalition called Stable Homes which includes orgs like CAT, Oregon Law Center, SEIU, Eugene Tenant Alliance, Rogue Action Center, Oregon Food Bank, and others. They have been endorsed by the larger Fair Shot coalition which is backing three campaigns. We've identified some champions: Valderrama, Jama, Campos, Dexter. They've worked closely on a number of bills that have legislative concept numbers. The session starts Jan. 17 and Stable Homes has been presenting as well as Fair Shot. These concepts that we endorse generally are OK, but specifically, they are not necessarily something we are aligned with. One issue that wasn't conveyed specifically was the rental cap. Policy members and board members, as well as Kim, have indicated this needs a deeper conversation.

Do we still feel comfortable endorsing this, now that we know the specifics about the rental cap?

2. History: CAT, over the summer, had a gathering of tenants statewide. The top issues were retaining eviction protections, rent control, addressing info about rental housing (rental registration), and enhancing rent assistance. We put these out into the world and Stable Homes and other advocates came to a similar conclusion. As part of Stable Homes we went to these legislative champions and asked them to draft policy enacting these desires. Rent control should be 1.5%-3%, tenant protections, etc. They heard that BUT didn't have a meeting with us or the public. In Kim's opinion, this was a one-way street type of communication. It happened this way because it was election season and all champions were at risk of losing their seats and chose not to dive into this conversation.

After the election, the 3% + CPI + 8% cap was revealed and it's very different from what we remember or feel is the "middle of the road." In terms of CAT's process, this could also have been handled better with deeper conversations, policy meetings, and other responses. If we move together, we should be in agreement about what to do (and what not to do).

3. The legislative concepts: Kim reads them, these concepts were included in an email shared with Board members. The bills are LC 1061 & 1911 - Ensures people have adequate time to resolve issues that come up with 72-hour notice and provides protection for 60 days for non-payment, etc. Related to inflation, the proposal was a 3% floor + inflation with an 8% cap. It would require. like name, contact, info, vacant unit, number of eviction filings, etc. Implement annual registration fee, affordable providers exempt.

4. Why do we have an 8% cap?

In Oregon, we were the first state to have statewide rent control. That's significant because we also have a preemption on local govts from superseding state rental control laws. Because of that, the work-around was to put in the mix the CPI (consumer price index), which creates variability. In Oregon, we don't have a rent board. Rent boards can be petitioned by the landlord for whether it's reasonable: the boards decide whether the rent can be increased. In Oregon, we don't have those boards and it was shot down as "too expensive" in bill 608. This is why the preemption is holding here. To answer that variability, bill 608 writers suggested CPI to create flexibility in the system.

1.5-3% is the base because in some years there could be a situation where landlords couldn't raise rent. With a cap of 8%, you can only go to the CPI + base. In the CPI, a landlord is likely to increase rents by 8% in the coming year. The intent of the proposal was to keep rents where they are historically, which is 3-5% increases per year. However, we've been close to the outlier position for some time now, even on a 10-to-20 year trend.

5. The request Stable Homes has is: to continue to offer our endorsement. We've worked together for some time and tried to look at these issues as a package. Our partners are concerned that if we don't agree with any part of the package, it could fall apart. They're concerned that our champions will feel unsupported and they're not sure how they would do pushing this package on their own, or if they would even want to.

Adjourned at 9:15 pm

CAT Board Meeting Minutes
December 12, 2022
8:00 PM - 8:30 PM

Board Members in attendance: CR Foster, Jackie Magee, Alex Rhodes, Amanda Caffall, Musonda Mwango, Delfina Andrade

Others in Attendance: Kim McCarty, Elaine Zevenbergen, Meaghann Ande, Ivonne Rivero

- Approval of November 2022 minutes
 - Motion to approve by Alex, passes unanimously
- Treasurer election
 - Not required by bylaws, but is required by the state
 - Understands the numbers, makes recommendations to the board
 - Recruiting for that role specifically, so this person could be short term.
 - Trainings available through NAO/WVDO
 - Musonda Mwango volunteered to take on the role up until the member meeting
 - Foster made a motion, unanimously approved
- Set annual calendar Board
 - Foster will be developing a survey for input
 - Delfina suggested a board retreat
 - Kim shared a [google Jamboard](https://jamboard.google.com/d/1vRHqFE9KzHTCR3ZVPYNcqVrxhBQc1fTr4xLhVv4hKk/edit?usp=sharing) for brainstorming the board activities
 - <https://jamboard.google.com/d/1vRHqFE9KzHTCR3ZVPYNcqVrxhBQc1fTr4xLhVv4hKk/edit?usp=sharing>
- Adjourned 8:37 pm

December 2022 Board Report Organizing and Communications

Organizing

- Leadership cohorts- Staff continue the effort to recruit members to the leadership cohorts. We hope for a kick-off meeting in January.
- Staff Training- All Staff participated in a four-day organizing training presented by the Mid-West Academy.

Development

CAT has applied for a general grant from Myer Memorial. CAT received a training grant from Myer Memorial for the Mid-West Academy and Restorative Justice efforts.

Year-end appeal to our major donors was made. We will follow up with a year-end report.

We are raising funds for the development of a legal services program.

We are applying to resources to support metro area organizing around environmental justice issues.

We applied to OHCS for some gap funding to address increased wage costs, and the reduced contract from the City of Portland.

Policy

- Policy Committee choose to support the Stable Homes for Oregon Families package. However, the committee feels that the 8% cap is too high and they plan to express their dissent.
- CAT is meeting with Fair Shot, the Housing Alliance, Stable Homes and other coalitions on these and other housing policies. The website has been updated with a campaign webpage and Every Action letter.
- A social media awareness campaign was started to bring awareness to the increase in the rent cap to 14.6%.
- The Board is working on a Op Ed piece.

Staffing:

- Member Services Support Specialist- this position has been posted
- Multnomah County Organizer – this position is canceled pending resources
- Mid-Valley Organizer position external candidates are being interviewed
- Southern Oregon hotline specialist is now advertised
- Due to a recent opening there will be a full time position posed for Multnomah County.

CAT Action Fund (C4)

- The CAT Action fund board supported Kotek, McCleary, Hardesty, and Golden, Morales, Meek, Ruiz and Sollman
- CAT Action confirmed new board members Kat McKelvey, and Meg Olson.
- CAT Action needs to amend by-laws, and update fundraising efforts.

Communications

- CAT put out a survey about whether tenants can afford a 14.6% increase.
- Here is a link to [CAT in the news](#).
- Calculate your rent calculator on social media.
- CAT worked to uplift the work of Welcome Home on homelessness prevention policies.
- CAT Board is writing an Op-Ed piece

Strategic Plan

- The Strategic Plan was presented at the Member meeting and adopted by the board in October
- Staff Safety Plan is incomplete
- The Executive Team, the CAT Board and Praxis will present a Strategic Plan implementation plan.

Membership Services

- Member to Member meeting on the Second Saturday of each month will be assisted by Jensi and is on hold until January

December 2022 Board Report Organizing and Communications

- PSU Student volunteers are back
- Membership Support Specialist applicants are being sought.
- Membership module may be added to Every Action

Union Negotiations

CAT and CLU have reviewed all articles. CAT has shared their response to the financial article. CAT and CLU have agreed to meet more frequently. A majority of the articles are with CLU.

Calendar

November

~~Tenant Assembly planning~~
~~CAT fundraising appeal letter~~

December

CAT Board creates a Finance Committee and selects the Chair
~~Finance Director Search~~
~~Regional Cohort announcements~~
~~Tenant Assembly December 3rd~~
~~Winter Break~~
~~Tenant Assembly planning~~

~~Regional Cohort announcements~~

January

CAT Board approves State Legislative Endorsements
~~Mid West Academy Training~~
~~Rent Well Training~~
~~Advocacy training~~
~~Finance Director Hiring~~
~~Operations Manager contracting part-time~~
~~Fair Shot Assembly January 14th~~
~~Abila payroll system kick-off~~
~~Annual Report FY 2021~~
~~Mid-year operation grant requests~~
~~Regional Cohort kickoffs~~
~~Make grants to tenant advocate organizations~~
~~Strategic Plan implementation strategy~~
~~Board Editorials~~

February

CAT Board adds board members, revisits board recruitment plan.
CAT Board discusses the implementation of the Strategic Plan
~~Legislative Session Kick Off~~
~~Lobby Day?~~
~~Distribute cohort equipment~~

December 2022 Board Report Organizing and Communications

Complete new staff hiring

March

CAT Board discusses program priorities based on the Strategic Plan

Contract amendments

Finalize the CLU Collective Bargaining Agreement?

Grant Applications

Budget Amendments

PHB Monitoring

April

CAT Board reviews the funding plan for the program priorities

Support OHCS budget

Negotiate a new PHB contact

May

CAT Board prepares for the Summer Member Meeting

Independent Financial Audit

Negotiate a new PHCS contract

Sign new Contracts

Tenant Surveys

June

CAT Board Approve the 2023 CAT Budget

Summer Member meeting

July

CAT Board Retreat?

Wage amendments

New Policy Campaign priorities

Find a legislative champion

Management Overview

- Future projects
 1. Bylaw review
 2. New programming proposals
 3. HMIS and Every Action integration
 4. Further expansion of hotline hours
 5. Legal Advocacy program
 6. Resource development goals
 7. Transition to Abila for payroll
 8. Independent Audit
- CAT Morale?
 - CAT Staff participated in a four day training about organizing and leadership development.

December 2022 Board Report Organizing and Communications

- Workplan performance?
 - The education department is nearly fully staffed and training is close to completion.
 - The Tenant Protection Program is making progress.
 - Cohort kick-off has been delayed.
 - The finance department is making progress with accounting clean-ups and hired a finance consultant to help.
- Which projects need a little help?
 - CAT needs to recruit for the C4 and C3 boards.
 - We need to keep projects closer to the mission.
- Progress on workplan?
 - Implementation of the strategic plan proposal has been delayed until February
- Challenges
 - The use of contractors has caused problems with billing that we did not understand until June. We are still correcting for this by amending the OHCS budget and asking for help with discovered shortfalls.
 - Elaine Zevenbergen, the Finance and Admin Director plans to retire. Filling the position could cause some delays in response to the financial issues caused by the PHB revised scope of services. The finance consultant hired was not hired to resolve the backlog of administrative issues. Therefore we are considering hiring a part-time Operations Director.
 - Hiring was delayed because of uncertainty about resources.
 - We have experienced new expectations from PHB. We are working to improve our billing process, and communication of deliverables to make it clear to our funders that we are performing as required.
- What are some things you'd like to highlight in your department in terms of upcoming activities, projects, events, campaigns, etc.?
 - CAT's policy campaign was adopted by Fair Shot.
 - Staff are working to improve our language access protocols.

Media

[CAT in the news.](#)

December 2022 Board Blurb

Hotline

In the month of December, we completed 149 hotline calls across the state. Live Calls 19

Issue	Number
Termination/Eviction - Non-payment	17
Repairs - Environmental Health	14
Repairs - Essential Service	11
Lease Questions	10
Other	10
Deposit returns/billing	9

Race	Percentage
American Indian, Alaska Native, or Indigenous (HUD)	7.21%
Asian or Asian American (HUD)	2.40%
Black, African American, or African (HUD)	14.42%
Client doesn't know (HUD)	0.96%
Client refused (HUD)	5.29%
Native Hawaiian or Pacific Islander (HUD)	0.48%
White (HUD)	69.23%
Hispanic/Latine	29

Events:

12/21/22 Urban League Winter Resource Fair. Tabling at Double Tree Hotel in NE Portland. 200+ people in attendance. Ed. Materials distributed in English and Spanish.

Tenant Protections Team (TPT)

12/13/22 TPT Clinic w/Troy. Zoom. 8 people in attendance. English.

Most tenants were provided services with Vietnamese language support. Tenants needed the most help with eviction & rent increases.

IRCO- 6 referrals.

APANO- 33 referrals.

Livestream Sessions (Vietnamese language):

- Homelessness and rent increase livestream: 10 lives, 65 views

In Person Event:

- Tenant meeting - Orchards 82nd building - End of year celebration: 10 families attended

30 referrals to Troy.

SEI- 15 referrals. No workshops. The two most common issues tenants needed help with were Evictions and Repairs.

CAT- 8 referrals.

Community Alliance of Tenants Department Manager Reports- Finance and Administrative

1-17-23

Purpose: These are to be used for management meetings and board reports for the board of directors. This is to help consolidate information the amount of report out to make life a little easier for managerial staff. The idea behind this template is that you fill it out twice a month for management team meetings and the latest one will be used for the board meeting.

Questions to answer:

- How are staff doing in your department?
 - What is their morale like?
 - What is their performance like regarding achieving workplan goals for the year?
- How are you doing on completing your workplan?
 - What projects are going well?
 - Which projects need a little help?
 - Where would you say you are in completing your whole workplan?
 - What elements of your workplan would you like to highlight?
- How is fundraising going for your department?
 - What deficits remain in which departments?
 - What are we doing to address those deficits if applicable?
 - What applications and reports are due in the next two weeks?
- How are you doing in maintaining your budget?
 - How is spending in your department? On track, accelerated or slow-going?
 - If applicable, what needs to be adjusted to help bring your spending back on track?
- What are some things you'd like to highlight in your department in terms of upcoming activities, projects, events, campaigns, etc.?

STAFF CHECK IN

On a scale of 1 to 10, how would you rate morale for your staff? (1 being poor, 10 being awesome!)

1	2	3	4	5	6	7	8	9	10
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What's the story behind selecting your answer? (Feel free to add any important details that will help us understand as to why morale is the way it is!)

Steven Abraham was hired as a financial consultant to help the accounting department with audit requests, balance sheet reconciliations and adjustments. Steven Mitchel was finally hired last month (he was with Robert Half) as the Finance and Administrative Coordinator reporting to Lynne Salcido.

The accounting department (Steve, Elaine & Lynne) is getting caught up on departmental reports, bank reconciliations and grant expense adjustments. Out of the 120 balance sheet items, we have reconciled about 100; the other 20 are works in progress as we doublecheck numbers and adjust as needed.

Kendra is working on the payroll and timesheet conversion project, which means moving payroll and timesheets into the Abila MIP accounting system. This will cut down on data entry time for her as well as for the Lynne. We hope to go "live" with this by the end of February.

Kendra is also advertising several vacant positions on various websites: Southern Oregon Bilingual Tenant Education Specialist, Multnomah County Tenant Education Specialist, Finance and Administrative director, Marion County Regional Organizer, and Member Services Specialist.

Meaghann sent in the revised OHCS scope of work for **21-23** grant, asking for **\$340,000** more in funds to cover some of our budget gaps with Portland Housing Bureau and some smaller grants. She is also working on an annual fundraising plan and calendar for the organization.

What is performance like with regard to achieving workplan goals for the year?

<i>Behind, need support</i>	<i>Behind, but have a plan</i>	<i>No opinion, really</i>	On track	<i>Ahead of Schedule</i>
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WORKPLAN CHECK IN

How far along are you in completing your workplan for the year? 0-100%

What are the top three workplan items that are going the best?

- (1) **General financial operations and accounting records for FY22-23:** Financial Operations continues to go smoothly. We are current with invoicing, monthly general ledger recording of deposits and expenses, paying bills and organizational financial reports.
- (2) **Human Resources and Payroll:** Monthly Payroll processing and timesheet submittal are going very smoothly. Steven has been working with our payroll provider to revise payroll for multi-state payroll taxes and worker's compensation. Our payroll provide has only have 3 more adjustments to make for payroll system, but will need to adjust quarterly and annual payroll reports as well.
- (3) **Development:** Meaghann Ande is working on fundraising opportunities as delineated in the fundraising section below, with a focus on private foundation grants. She is also working on

getting the C4 entity up and running and is recruiting new candidates for both the C3 and C4 Boards.

What are three workplan items that need some more attention to get/stay on track?

- (1) **Balance sheet adjustments:** Steven A., Lynne and Elaine will work this month to reclassing private grant expenditures from restricted to unrestricted grants for private grants for the upcoming financial audit. We are current on all electronic filing for accounts payable, accounts receivable grants, bank reconciliations, Pex debit accounts and other audit-worthy documents for **FY21-22**. As mentioned previously we have another 20 more accounts to fix on the balance sheet.
- (2) **Financial policies and procedures:** While these were revised in **March 2022**, there is still more work to improve this manual, and put in more details on actual procedures. This may be assigned to one or both of the Stevens.
- (3) **Information Technology:** We still have some projects that need attention on the IT front, which includes enhancing security for our Google Suite, as well as setting up the domain Controller, which will make our onboarding and offboarding of employees more efficient.

Are there any unfunded projects in your work plan/task list right now that we need to develop a plan for funding and/or strategically letting go?

Yes

No

Any highlights about your workplan that you'd like to share?

We will be receiving **\$100,000** from Meyer Memorial Trust this month for general operating support. We also received **\$5,093** from City of Hillsboro for hotline work in that jurisdiction. Earlier this year, we received over **\$50,000** from Portland Defender for a tenant-related class action law suit.

We also “carried over” **\$ 39,000** from Unite Oregon for work we did in the SW Corridor for Portland Clean Energy Fund as well as organizing work on the St. Joseph’s project in **FY21-22**. We also were awarded **\$ 8,550** from Metro for Bulky Waste project workshop facilitation for the Tenant Education. Finally, we have a small grant with Home Forward that we will be billing this month for **\$4,750**. None of these awards were present in the **FY22-23** budget.

In fall of **2022**, the admin department completed an inventory of computer equipment and furnishings in the office. There are some items that we can use for the OHCS cohort trainees, as we have **17** brand-new Google Chromebooks, as well as a least a dozen printers, many desks, and other furnishings. There are also a number of old computers that we will have Upward Technology “scrub”, condense data and either recycle or repurpose for new staff members.

The Finance and Administrative department are looking for ways to cut down costs for the organization. For example, we have decided not to renew our copier leases, as everyone has printers/copiers/scanners at their home office. There are **2** smaller printer/copier/scanners at the office that can be used as well, that we own. This will save us about **\$270 a month**.

In addition, Kendra Roberts is researching a new office space that will be more space a cost efficient. Steve Mitchel put in a property tax exemption application so we won’t have to pay for this in the future. Nonprofit organizations are exempt from these taxes; however, one still has to apply for this exemption. This should save us another **\$200 a month**.

Lynne is working with the Tenant Education department to reduce the number of lines we have on our phone system, which costs us almost **\$1,000** a month. Tenant Education uses the Jive (aka Go to Connect) phone system, but there are number of staff members on the Admin & Organizing teams that don’t need the service, as well as former employees. We will also be negotiating a better price with our Wi-Fi provider Comcast to reduce costs there as well.

FUNDRAISING CHECK IN

*How are you doing with raising the funding needed in your department?
(1-10, 1 being poor, 10 being awesome)*

1	2	3	4	5	6	7	8	9	10
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What funding opportunities are you waiting to hear back from:

We are waiting to hear back from Home Forward for a renewal of the Housing Choice Voucher program for calendar year 2023. This will help fund one of our positions, Tenant Education Coordinator Fitsum Berhe.

What funding opportunities do you have your eye on?

We will also be aggressively pursuing Oregon Community Foundation, Collins Foundation, Start Small, and Kaiser Foundation for private grant monies for **FY22-23**.

What funding opportunities are you pursuing right now and for what purpose?

See above.

BUDGET CHECK IN

How are you doing with spending? Are you accelerated? On track? Slow-going?

Accelerated (for revenues)	On Track	A little Slow-Going (for both expenses and revenues)
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What's the story behind your selection?

Net income as of December 31st, **2022** is **\$18,926** with unrestricted funds only, and **\$298,868** with restricted funds.

CAT earned **53 %** of revenues, the bulk of which is from government contracts with Multnomah County, Oregon Housing and Community Services, Portland Water Bureau, and Portland Housing Bureau (**\$1,240,136**), as well as from private funds from Oregon Community Foundation, Meyer Memorial Trust, Oregon Consumer Justice, Unite Oregon and Right to the City) (**\$302,432**).

Expenditures were **\$1,332,056**, representing **43%** of budget. The majority of the expenditures was for personnel (**\$953,299**), and contract services (**\$151,066**). Contract services consists of services provided by Robert Half temps for Communications, Accounting, and Tenant Education, as well as for an independent lobbyist and policy researcher.

Cash flow is holding steady at **\$382,000**; we are still waiting on payments from Multnomah County. Lynne will be billing OHCS, Multnomah County, Portland Water Bureau, Metro, and Portland Housing Bureau for **December 2022**, so we should have **\$500,000** or more in cash as of **January 31st, 2023**.

Cash flow is estimated to be **\$183,626** by **June 30th, 2023**. At the end of the calendar year, we should have **\$159,482**, if we receive another **\$2.5 million** award from OHCS, as well as our normal renewals.

OREGON Community Alliance of Tenants
Statement of Activities FY22-23
as of December 31st, 2022

	Dec-22	Unrestricted FYTD	Restricted YTD	Total	FY 22-23 Budget	% Actual to Budget
Government Contracts	213,373	1,240,136		1,240,136	2,554,690	48.54%
Foundation Revenue (privat	891	22,490	279,942	302,432	373,334	81.01%
Justin Buri Donations	26	155		155	5,000	3.10%
Contributions	3,067	12,838		12,838	50,000	25.68%
Member Dues	651	3,320		3,320	15,000	22.13%
Event Income (Gala)	-			-	20,000	0.00%
Event Income (Other)	-	1,250		1,250	2,000	62.50%
Fee for Services (C4)	152	7,492		7,492	80,000	9.37%
Other Income	5,925	63,300	-	63,300	7,000	904.29%
TOTAL REVENUES	224,085	1,350,981	279,942	1,630,924	3,107,024	52.49%
Salaries	125,915	748,173		748,173	1,737,757	43.05%
Employee Benefits	23,053	136,788		136,788	299,581	45.66%
Payroll Taxes	11,108	68,338		68,338	173,776	39.33%
Program Expense	2,500	2,500		2,500	75,000	3.33%
Building Leases	3,947	23,504		23,504	40,000	58.76%
Legal & Legal Aid Fees	47	19,242		19,242	57,500	33.46%
Lobbying	-	8,000		8,000	-	0.00%
Accounting Fees	-	150		150	20,000	0.75%
Event Expense	-	740		740	6,500	11.38%
Telecommunications	3,684	21,283		21,283	23,871	89.16%
Software Purchase	2,923	29,478		29,478	49,992	58.96%
C4 expenses	152	7,492		7,492	80,000	9.37%
Local Travel	-	213		213	10,000	2.13%
Meeting Meals	33	2,106		2,106	3,000	70.21%
IT services	2,912	23,815		23,815	43,680	54.52%
Translation	-	2,979		2,979	35,000	8.51%
Leadership Develop/Staff tra	-	5,700		5,700	14,000	40.71%
Office Supplies	129	3,066		3,066	9,000	34.07%
Other travel	-	12,872		12,872	31,000	41.52%
Payroll Services	305	6,143		6,143	3,000	204.77%
Gift Cards	-	2,077		2,077	7,500	27.70%
Postage & Delivery	-	2,118		2,118	3,000	70.59%
Other Contract Services	24,171	151,066		151,066	107,000	141.18%
Conferences & Training	112	1,820		1,820	3,000	60.65%
Equipment Purchase	-	2,146		2,146	10,000	21.46%
Printing & Copying	41	1,963		1,963	10,000	19.63%
Tenant Assistance Fees	-	3,899		3,899	30,000	13.00%
Stipends for TLC members, i	-	-		-	55,000	0.00%
Repairs & Maintenance	-	-		-	1,000	0.00%
Advertising	-	180		180	3,000	6.00%
Dues & Subscriptions		870		870	4,000	21.75%
Utilities	435	2,608		2,608	4,500	57.96%
Insurance Liability D&O	1,899	1,899		1,899	1,900	99.95%
Insurance - General Liability	1,354	4,603		4,603	7,000	65.76%
Insurance - Workers Comp	-	439		439	2,000	21.96%
Finance Fees	156	1,409		1,409	3,000	46.97%
Equipment Rental (copier)	679	1,937		1,937	4,000	48.42%
Childcare	-	360		360	1,000	36.00%
Development Expenses	-	776		776	42,000	1.85%
Communication Expenses	7,090	18,650		18,650	60,000	31.08%
Misc Expense	4,513	6,541		6,541	21,467	30.47%
Interest Expense (Line of cre	873	4,114		4,114	2,000	205.68%
Vacation Expense	-	-		-	10,000	0.00%
Board Meetings	-	-		-	2,000	0.00%
TOTAL EXPENSES	218,033	1,332,056	-	1,332,056	3,107,024	42.87%
Increase in Net Assets	6,052	18,926	279,942	298,868	0	

Cash flow 1-1-23 to 12-31-2023

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Beginning bank balance 1-13-22	382,000	558,070	498,320	329,425	257,376	188,626	183,626
Revenue							
PHB 22-23/23-24	33,758	85,000					
OHCS 21-23/23-25	154,723	150,000	79,355	138,000	150,000	150,000	150,000
Multn County 22-23/23-24 CDBG	7,190						
Mult County CARES 22-23/23-24	100,000						
Portland Water Bureau FY 22-23	649	3,000	3,000	2,701			
Meyer Memorial Trust 2023	100,000						
Home Forward 2022	4,750						
Home Forward 2023		4,500	4,500	4,500	4,500	4,500	4,500
Metro Bulky Waste	4,250					4,250	
Metro Safe Housing						15,000	
Washington County 21-23		6,000		6,000		6,000	
Events (Gala)						20,000	
Individual Donations/Contributions	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Membership Dues	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Total Revenues	408,570	251,750	90,105	154,451	157,750	203,000	157,750
Expenses							
Personnel (salaries, payroll taxes, be	160,000	160,000	160,000	160,000	160,000	170,000	170,000
General operating	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Marketing/Communications	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Legal fees (LASO)			2,500			2,500	
Tenant emergency assistance (OCF)	10,000	10,000	10,000				
Statewide support for TLC members	10,000	10,000	10,000	10,000	10,000		
Computer Equipment and accessorie	2,000	2,000	2,000	2,000	2,000		
Upward Technology	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Development costs	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Staff trainings	5,000	5,000	5,000	5,000	5,000		
Telecommunications	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Accounting and audit fees			20,000				
Praxis Communications Contract	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Tenant education contractor	6,000	6,000	6,000	6,000	6,000		
Contract Lobbyist	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Financial consultant	4,000	8,000	8,000	8,000	8,000		
Program expense - PHB pass thru to partners		75,000					
Total Monthly expenses	232,500	311,500	259,000	226,500	226,500	208,000	205,500
Ending balance, xx/31/22-23	558,070	498,320	329,425	257,376	188,626	183,626	135,876

Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
135,876	88,126	131,376	132,126	135,376
	80,000	40,000	40,000	50,000
150,000	150,000	150,000	150,000	150,000
	1,000	1,000	1,000	1,000
	10,000	10,000	10,000	10,000
4,500	4,500	4,500	4,500	2,856
				15,000
2,000	2,000	2,000	2,000	2,000
1,250	1,250	1,250	1,250	1,250
157,750	248,750	208,750	208,750	232,106
170,000	170,000	170,000	170,000	170,000
20,000	20,000	20,000	20,000	20,000
1,000	1,000	1,000	1,000	1,000
		2,500		2,500
3,000	3,000	3,000	3,000	3,000
1,000	1,000	1,000	1,000	1,000
3,500	3,500	3,500	3,500	3,500
3,000	3,000	3,000	3,000	3,000
4,000	4,000	4,000	4,000	4,000
205,500	205,500	208,000	205,500	208,000
88,126	131,376	132,126	135,376	159,482

To: CAT Policy Committee and CAT Board

Date: 1/17/2023

From: Kim McCarty

Re: Staff Recommendation for CAT Policy endorsements

2023 Legislative Proposals

CAT Staff recommends **endorsing and prioritizing** the following bills because of their alignment with Tenant Rights. Your recommendation will guide which proposals staff focus on in coordination with other housing advocates. Giving priority to a set of bills means that CAT will use their staff time to support the campaigns with testimony and the CAT logo. Endorsement means giving the CAT logo and other endorsements. A recommendation of Monitor means we are not ready to make a decision and the decision to oppose means we actively do not support the bill.

Stable Homes Package Priority

LC 1061	Eviction Reform and Reduction
SB 611	Reasonable Rent
TBD	Emergency Rental Assistance
LC 3477	Rental Market Data

Other Suggested Housing Priorities

SB 603	People's Housing Assistance Fund
HB 2680	Screening Fee Transparency
SB 644	Eugene Tenant Alliance's bill to cap screening fees at \$10 - enforceable by a BOLI complaint.

Fair Shot Package Priority Endorsement

TBD	Reproductive and Gender Justice
LC 3263 and LC 3264	Indigenous Language Justice
LC 2321 and LC 2328	In defense of Humanity (Criminal Justice Reform)

Suggested Endorsements

Staff recommends only **endorsing** these bills. Endorsement means offering our logo and promoting the issue as practical. These bills were endorsed by the Housing Alliance.

Suggested [Housing Alliance endorsements](#)

TBD	Fair housing investigation, enforcement, education
TBD	Supply Incentive Tax Credit
TBD	Special Purpose Credit Program
HB 2456	Emergency Housing Assistance for K-12 students
TBD	Manufactured Housing Dispute Resolution and Tenant Legal Aid
HB 2811	Oregon Kids' Credit
SB 599	Allow tenants to operate home-based childcares
TBD	Fair housing investigation, enforcement, education
HB 3010	Mortgage Interest Deduction Reform
TBD	Reporting on racial disparities in homeownership
TBD	Homebuyer education and financial literacy
SB 702	Appraiser training and education requirements
TBD	Building assets through home equity
HB 2466	Property tax exemption for Limited Equity Cooperatives
HB 3042	Protections for residents of housing with expiring affordability restrictions
HB 2653	Tax credit for preservation of regulated affordable housing
HB 2465	Affordable Housing Tax Credits for Limited Equity Cooperatives

LC 2191	Parking Reform
LC 2651	Affordable Housing on Non-Profit Property
LC 554	Funding affordable homes within mixed-income developments
LC 550	OHCS statute clean-up to improve agency operations
LC 558	Supporting Housing Recovery After Disasters
HB 2889	Oregon Housing Needs Analysis (OHNA)
	Housing Accessibility Legislative Concepts from Disability Rights Oregon (DRO)
LC1864	Track accessibility features in housing developments
LC1868	Direct funding toward more accessible housing
LC 1870	Create improved accessibility requirements for publicly funded housing developments

Additional Bills being considered by Housing Oregon

	<ul style="list-style-type: none"> • Gap financing - Market Cost Offset Fund (MCOF)
	<ul style="list-style-type: none"> • Homeshare for Oregon HB3032
	<ul style="list-style-type: none"> • Agricultural Workforce Housing Facilitation Team (AWHFT)
TBD	<ul style="list-style-type: none"> • Nonprofit Modernization Act
	<ul style="list-style-type: none"> • Establish a State Public Bank Task Force

Other State and Federal Policy Efforts to be aware of:

- Ranked choice voting [House Bill 2004](#).
- STOP HUD 2023 Rent Increases. You can sign our petition at [Change](#).
- Congressman Jamaal Bowman and Senator Elizabeth Warren’s letter to President Biden asking for Executive Action to protect renters. You can find a [tweet here](#), [Instagram post here](#), and our [press release](#) that names your organization here.

- Portland Charter amendment proposal to support Participatory Budgeting. Endorsement of the [draft PB charter amendment](#) would establish an annual Citywide participatory budgeting process "open to ALL residents.

Legislative Concepts on Housing Accessibility

Please support these legislative concepts in the next legislative session that will:

- track accessibility features in housing developments
- direct funding toward more accessible housing
- create improved accessibility requirements for publicly funded housing developments

The concepts will provide more planning for accessible housing and will expand the stock of accessible housing for people with disabilities to help meet their needs. The concepts address accessible housing shortages that lead persons with disabilities to be placed into restrictive settings, frustrating individuals' self-determination and taxing disability services.

Concept	What it does	Why it's important
LC 1864	Calls upon local governments to include accessible housing when assessing housing needs and emphasizes accessible housing as a stronger consideration when developing future housing.	Tracking of accessibility features is nearly nonexistent. As a result, policy makers are in the dark about community needs for accessible housing and people with disabilities continue to struggle to find appropriate housing.
LC 1868	<p>Urges Oregon Housing and Community Services (OHCS) to work to increase the quantity and quality of accessible units by prioritizing accessibility in publicly-funded affordable housing development, and asks OHCS to study issues relating to accessible housing.</p> <p>Increases minimum percentages above the federal standard for accessible units in multifamily housing developed under state programs administered by OHCS. At least three percent of the units shall contain communication features and at least 7.5 percent of the units shall contain mobility features.</p>	<p>The State, like local governments, plays a key role in planning for and producing accessible housing, yet OHCS is not required to give consideration or set priorities for funding accessible housing. With a requirement that OHCS prioritize accessibility in publicly-funded affordable housing development, developers in turn will have greater incentive to provide it.</p> <p>Percentages of housing built to accessibility standards are far below the demand from the population of people with disabilities. People without disabilities also benefit from accessibility features that enable them to age in place. State-funded affordable housing developments should accelerate the production beyond the federal minimum of two percent of units containing communication features and five percent of the units containing mobility features.</p>
LC 1870	Requires housing developments supported by OHCS to include a minimum number of accessible housing units.	Similar to LC 1868. This concept covers loans, grants and other funding awards from OHCS to accelerate production of accessible housing to meet demand.

DRAFT

SUMMARY

Requires residential landlords to extend notice periods for terminations of tenancy based on nonpayment of rent and to include additional notices. Postpones any eviction proceeding based on such termination notices for up to 60 days while an application for rental assistance is pending. Postpones dates for first appearance and trial for evictions based on such termination notices. Requires landlords and clerk to include notice with summons for nonpayment of rent.

Requires public bodies and grantees to inform tenants and landlords regarding rental assistance applications.

Requires residential landlord to demonstrate that tenant not appearing at eviction first appearance remains in possession of premises before entry of judgment by default.

Requires courts to annually set aside and seal certain inoperative residential eviction judgments.

Prohibits residential landlord from enforcing certain guest policies.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS
3 90.394, 105.115, 105.124, 105.135 and 105.137 and section 8, chapter 420,
4 Oregon Laws 2021; and declaring an emergency.

5 **Be It Enacted by the People of the State of Oregon:**

6 7 **TERMINATION FOR NONPAYMENT OF RENT**

8
9 **SECTION 1. Section 2 of this 2023 Act is added to and made a part**
10 **of ORS chapter 90.**

11 **SECTION 2. (1) As used in this section:**

1 (a) “Documentation” includes electronic mail, a screenshot or other
2 written or electronic documentation from a rental assistance provider
3 verifying the submission of an application for rental assistance.

4 (b)(A) “Nonpayment” means the nonpayment of a payment that is
5 due to a landlord, including a payment of rent, late charges, utility
6 or service charges or any other charge or fee as described in the rental
7 agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584
8 or 90.630.

9 (B) “Nonpayment” does not include payments owed by a tenant for
10 damages to the premises.

11 (2)(a) If a tenant provides the landlord with documentation that the
12 tenant has applied for rental assistance, a landlord may not, while the
13 application for rental assistance is pending:

14 (A) Deliver a termination notice for nonpayment; or

15 (B) Initiate or continue an action for possession under ORS 105.110
16 based on a termination notice for nonpayment.

17 (b) A tenant may provide documentation by any method reasonably
18 calculated to achieve receipt by the landlord, including by sending a
19 copy or photograph of the documentation by electronic mail or text
20 message.

21 (c) If 60 days have passed since the tenant provided documentation
22 under this subsection or the tenant’s application is no longer pending:

23 (A) A landlord may deliver to the tenant a new termination notice
24 for nonpayment, to which this section does not apply, without pro-
25 viding the notice under subsection (4) of this section; or

26 (B) If a first appearance under ORS 105.137 was continued under
27 subsection (5)(b) of this section, the court may promptly reschedule
28 the appearance.

29 (3) Except as provided in subsection (2)(c)(A) of this section, a
30 landlord shall deliver the notice described in subsection (4) of this
31 section along with:

1 (a) Any notice of termination for nonpayment; and

2 (b) Any summons for a complaint seeking possession based on
3 nonpayment given by the landlord or service processor, including a
4 summons delivered under ORS 105.135 (3)(b).

5 (4) The notice required under subsection (3) of this section must be
6 in substantially the following form:

7 _____
8 **THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS TO**
9 **PROTECTION AGAINST EVICTION FOR NONPAYMENT.**

10
11 For information in Spanish, Korean, Russian, Vietnamese or
12 Chinese, go to the Judicial Department website at
13 _____.

14
15 If you have applied for rental assistance, then you may be tempo-
16 rarily protected from eviction for nonpayment of rent. To qualify for
17 this protection, you must give your landlord documentation of your
18 rental assistance application at or before your first appearance in
19 court. The protection from eviction for nonpayment of rent applies for
20 up to 60 days, or until your application is no longer pending, whichever
21 occurs first. Do not miss an eviction appearance or trial, even if you
22 believe your eviction should not be moving forward.

23
24 You may provide your landlord with documentation of your appli-
25 cation for rental assistance by any reasonable method, including by
26 sending a copy or photograph of the documentation to your landlord
27 by electronic mail or text message. "Documentation" includes elec-
28 tronic mail, a screenshot or other written or electronic documentation
29 verifying the submission of an application for rental assistance.

30
31 You may be able to receive rental assistance by dialing 2-1-1 or by

1 **contacting: _____.**

2

3 **Low-income tenants may be able to receive free or low-cost legal**
4 **advice by contacting: _____.**

5

6 **(5)(a) A court shall enter a judgment dismissing a complaint for**
7 **possession that is based on a termination notice for nonpayment if the**
8 **court determines that:**

9 **(A) The landlord failed to deliver the notice as required under sub-**
10 **section (3) of this section;**

11 **(B) The tenant has tendered or caused to be tendered rental as-**
12 **sistance or any other payment covering the nonpayment amount owed**
13 **under the notice;**

14 **(C) The landlord caused the tenant to not tender rent, including as**
15 **a result of the landlord's failure to reasonably participate with a rental**
16 **assistance program; or**

17 **(D) The tenant provided the landlord with documentation of appli-**
18 **cation for rental assistance as described in subsection (2) of this sec-**
19 **tion before the claim was filed.**

20 **(b) If the tenant provides the landlord or court with documentation**
21 **of application for rental assistance as described in subsection (2) of**
22 **this section at any time after the landlord commenced the action for**
23 **possession and at or before the first appearance, at the first appear-**
24 **ance the court shall, on its own motion, postpone the first appearance**
25 **until no sooner than 60 days after the documentation was delivered.**

26 **(6) If a landlord violates this section, the tenant has a defense to**
27 **an action for possession and may bring claims for actual damages.**

28 **(7) Notwithstanding ORS 105.137 (4), if a claim for possession is**
29 **dismissed under this section, the tenant is not entitled to prevailing**
30 **party fees, costs or attorney fees if the landlord:**

31 **(a) Delivered to the tenant all notices required under subsection (3)**

1 of this section as required; and

2 (b) Did not know, and did not have reasonable cause to know, at
3 the time of commencing the action that the tenant had provided doc-
4 umentation of application for rental assistance under subsection (2)
5 of this section.

6 **SECTION 3.** (1) The Judicial Department, in consultation with the
7 Housing and Community Services Department, shall supply and may
8 regularly update the information necessary to complete the notice
9 form under section 2 (4) of this 2023 Act.

10 (2) The Judicial Department shall translate the completed form
11 under subsection (1) of this section into the Spanish, Korean, Russian,
12 Vietnamese and Chinese languages and shall display links to the
13 English and translated forms prominently on the department's
14 webpage.

15 (3) Each form on the Judicial Department website must include a
16 statement in English, Spanish, Korean, Russian, Vietnamese and
17 Chinese indicating that the form and translations can be found on the
18 Judicial Department website and providing the web address where the
19 forms may be found.

20 **SECTION 4.** In distributing rental assistance to residential tenants
21 funded by federal, state or local moneys, a public body, as defined in
22 ORS 174.109, and any designee or grantee of a public body shall:

23 (1) Promptly provide a dated application receipt to each tenant who
24 applies for assistance. The receipt may be in an electronic format.

25 (2) Close an application, after providing notice of potential closure
26 to the tenant, if the provider reasonably determines that the tenant
27 is no longer participating.

28 (3) If, upon qualifying circumstance, an application is approved and
29 payment is made to a person other than the tenant's landlord, provide
30 a dated notice of payment to the tenant's landlord at any known ad-
31 dress or electronic mail address.

1 (4) If an application is denied or is otherwise closed without pay-
2 ment, provide a dated notice of the denial or closure to the tenant and
3 to the tenant's landlord at any known address or electronic mail ad-
4 dress.

5 **SECTION 5.** ORS 90.394 is amended to read:

6 90.394. The landlord may terminate the rental agreement for nonpayment
7 of rent and take possession as provided in ORS 105.105 to 105.168, as follows:

8 (1) When the tenancy is a week-to-week tenancy, by delivering to the
9 tenant at least 72 hours' written notice of nonpayment and the landlord's
10 intention to terminate the rental agreement if the rent is not paid within
11 that period. The landlord shall give this notice no sooner than on the fifth
12 day of the rental period, including the first day the rent is due.

13 (2) For all tenancies other than week-to-week tenancies, by delivering to
14 the tenant:

15 (a) At least [72 hours'] **10 days'** written notice of nonpayment and the
16 landlord's intention to terminate the rental agreement if the rent is not paid
17 within that period. The landlord shall give this notice no sooner than on the
18 eighth day of the rental period, including the first day the rent is due; or

19 (b) At least [144 hours'] **13 days'** written notice of nonpayment and the
20 landlord's intention to terminate the rental agreement if the rent is not paid
21 within that period. The landlord shall give this notice no sooner than on the
22 fifth day of the rental period, including the first day the rent is due.

23 (3) The notice described in this section must also specify the amount of
24 rent that must be paid and the date and time by which the tenant must pay
25 the rent to cure the nonpayment of rent.

26 (4) Payment by a tenant who has received a notice under this section is
27 timely if mailed to the landlord within the period of the notice unless:

28 (a) The notice is served on the tenant:

29 (A) By personal delivery as provided in ORS 90.155 (1)(a); or

30 (B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

31 (b) A written rental agreement and the notice expressly state that pay-

1 ment is to be made at a specified location that is either on the premises or
2 at a place where the tenant has made all previous rent payments in person;
3 and

4 (c) The place so specified is available to the tenant for payment
5 throughout the period of the notice.

6 **SECTION 6.** ORS 105.124 is amended to read:

7 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 ap-
8 plies to the dwelling unit:

9 (1) The complaint must be in substantially the following form and be
10 available from the clerk of the court:

11 _____

12 IN THE CIRCUIT COURT
13 FOR THE COUNTY OF

14 _____
15 No. _____

16
17 RESIDENTIAL EVICTION COMPLAINT

18
19 PLAINTIFF (Landlord or agent):

20 _____
21 _____

22 Address: _____

23 City: _____

24 State: _____ Zip: _____

25 Telephone: _____

26

27 vs.

28

29 DEFENDANT (Tenants/Occupants):

30 _____
31 _____

1 MAILING ADDRESS: _____
2 City: _____
3 State: _____ Zip: _____
4 Telephone: _____
5

6 1.

7 Tenants are in possession of the dwelling unit, premises or rental prop-
8 erty described above or located at:

9
10 _____
11

12 2.

13 Landlord is entitled to possession of the property because of:

14
15 _____ 24-hour notice for personal
16 injury, substantial damage, extremely
17 outrageous act or unlawful occupant.

18 ORS 90.396 or 90.403.

19 _____ 24-hour or 48-hour notice for
20 violation of a drug or alcohol
21 program. ORS 90.398.

22 _____ 24-hour notice for perpetrating
23 domestic violence, sexual assault or
24 stalking. ORS 90.445.

25 _____ 72-hour [or 144-hour] notice for
26 nonpayment of rent **in a week-to-week**
27 **tenancy**. ORS 90.394 (1).

28 _____ 7-day notice with stated cause in
29 a week-to-week tenancy. ORS 90.392 (6).

30 _____ 10-day notice for a pet violation,
31 a repeat violation in a month-to-month

1 tenancy or without stated cause in a
2 week-to-week tenancy. ORS 90.392 (5),
3 90.405 or 90.427 (2).

4 **_____ 10-day or 13-day notice for nonpayment**
5 **of rent. ORS 90.394 (2).**

6 _____ 20-day notice for a repeat violation.
7 ORS 90.630 (5).

8 _____ 30-day, 60-day or 180-day notice without
9 stated cause in a month-to-month
10 tenancy. ORS 90.427 (3)(b) or (8)(a)(B)
11 or (C) or 90.429.

12 _____ 30-day notice with stated cause.
13 ORS 90.392, 90.630 or 90.632[.]:

14 **_____ The stated cause is for**
15 **nonpayment as defined in section 2 of**
16 **this 2023 Act.**

17 _____ 60-day notice with stated cause.
18 ORS 90.632.

19 _____ 90-day notice with stated cause.
20 ORS 90.427 (5) or (7).

21 _____ Notice to bona fide tenants after
22 foreclosure sale or termination of
23 fixed term tenancy after foreclosure
24 sale. ORS 86.782 (6)(c).

25 _____ Other notice _____

26 _____ No notice (explain) _____

27

28 **A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED**

29

30 **3.**

31 **If the landlord uses an attorney, the case goes to trial and the landlord**

1 wins in court, the landlord can collect attorney fees from the defendant
2 pursuant to ORS 90.255 and 105.137 (3).

3 Landlord requests judgment for possession of the premises, court costs,
4 disbursements and attorney fees.

5 I certify that the allegations and factual assertions in this complaint are
6 true to the best of my knowledge.

7

8 _____

9 Signature of landlord or agent.

10 _____

11 (2) The complaint must be signed by the plaintiff, or an attorney repre-
12 senting the plaintiff as provided by ORCP 17, or verified by an agent or
13 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

14 (3) A copy of the notice relied upon, if any, must be attached to the
15 complaint.

16 **SECTION 7.** ORS 105.135 is amended to read:

17 105.135. (1) Except as provided in this section, the summons shall be
18 served and returned as in other actions.

19 (2)(a) **The clerk shall calculate the first appearance, which shall be**
20 **on the first available date that is:**

21 (A) **A date on which a judge is available to conduct the first ap-**
22 **pearance;**

23 (B) **Not a date that the plaintiff has indicated unavailability; and**

24 (C)(i) **At least seven days after the judicial day next following pay-**
25 **ment of the filing fees; or**

26 (ii) **If the claim for possession is brought under ORS 90.392 or 90.394**
27 **for nonpayment as defined in section 2 of this 2023 Act, at least 21 days**
28 **after the judicial day next following payment of the filing fees;**

29 (b) The clerk shall enter the first appearance date on the summons. [*That*
30 *date shall be seven days after the judicial day next following payment of filing*
31 *fees unless no judge is available for first appearance at that time, in which*

1 *case the clerk may extend the first appearance date for up to seven additional*
2 *days. At the request of the plaintiff, the clerk may enter a date more than*
3 *seven days after the judicial day next following payment of filing fees if a*
4 *judge will be available.]*

5 **(c) If the claim for possession is based on nonpayment as described**
6 **in subsection (2)(a)(C)(ii) of this section, the clerk shall include as part**
7 **of the summons a copy of the notice described in section 2 (4) of this**
8 **2023 Act.**

9 (3) Notwithstanding ORCP 10, by the end of the judicial day next fol-
10 lowing the payment of filing fees:

11 (a) The clerk shall mail the summons and complaint by first class mail
12 to the defendant at the premises.

13 (b) The process server shall serve the defendant with the summons and
14 complaint at the premises by personal delivery to the defendant or, if the
15 defendant is not available for service, by attaching the summons and com-
16 plaint in a secure manner to the main entrance to that portion of the prem-
17 ises of which the defendant has possession.

18 (4) A sheriff may serve a facsimile of a summons and complaint that is
19 transmitted to the sheriff by a trial court administrator or another sheriff
20 by means of facsimile communication. A copy of the facsimile must be at-
21 tached to the sheriff's return of service. Before transmitting a summons and
22 complaint to a sheriff under this subsection, the person sending the facsimile
23 must receive confirmation by telephone from the sheriff's office that a tele-
24 phonic facsimile communication device is available and operating.

25 (5) The process server shall indicate the manner in which service was
26 accomplished by promptly filing with the clerk a certificate of service as
27 provided by ORCP 7 F(2)(a).

28 (6) In the case of premises to which ORS chapter 90 applies, the summons
29 shall inform the defendant of the procedures, rights and responsibilities of
30 the parties as specified in ORS 105.137.

31 **SECTION 8.** Section 8, chapter 420, Oregon Laws 2021, as amended by

1 section 9, chapter 1, Oregon Laws 2021 (second special session), is amended
2 to read:

3 **Sec. 8.** (1) Section 2, chapter 420, Oregon Laws 2021, as amended by sec-
4 tion 2, **chapter 1, Oregon Laws 2021 (second special session)** [*of this 2021*
5 *second special session Act*], is repealed on October 1, 2022.

6 (2) Section 5, chapter 420, Oregon Laws 2021, as amended by sections 4
7 and 6, **chapter 1, Oregon Laws 2021 (second special session)** [*of this 2021*
8 *second special session Act*], is repealed on [*July 1, 2023*] **the effective date**
9 **of this 2023 Act.**

10 (3) Section 6, chapter 420, Oregon Laws 2021, is repealed on October 1,
11 2022.

12 (4) Section 7, chapter 420, Oregon Laws 2021, as amended by section 5,
13 **chapter 1, Oregon Laws 2021 (second special session)** [*of this 2021 second*
14 *special session Act*], is repealed on October 1, 2022.

15
16 **EVICTION PROCESS**

17
18 **SECTION 9.** ORS 105.115 is amended to read:

19 105.115. (1) Except as provided by subsections (2) and (3) of this section,
20 the following are causes of unlawful holding by force within the meaning
21 of ORS 105.110, 105.123 and 105.126:

22 (a) When the tenant or person in possession of any premises fails or re-
23 fuses to pay rent within 10 days after the rent is due under the lease or
24 agreement under which the tenant or person in possession holds, or to de-
25 liver possession of the premises after being in default on payment of rent for
26 10 days.

27 (b) When the lease by its terms has expired and has not been renewed,
28 or when the tenant or person in possession is holding from month to month,
29 or year to year, and remains in possession after notice to quit as provided
30 in ORS 105.120, or is holding contrary to any condition or covenant of the
31 lease or is holding possession without any written lease or agreement.

1 (c) When the owner or possessor of a recreational vehicle that was placed
2 or driven onto property without the prior consent of the property owner,
3 operator or tenant fails to remove the recreational vehicle. The property
4 owner or operator is not required to serve a notice to quit the property be-
5 fore commencing an action under ORS 105.126 against a recreational vehicle
6 owner or possessor holding property by force as described in this paragraph.

7 (d) When the person in possession of a premises remains in possession
8 after the time when a purchaser of the premises is entitled to possession in
9 accordance with the provisions of ORS 18.946 or 86.782.

10 (e) When the person in possession of a premises remains in possession
11 after the time when a deed given in lieu of foreclosure entitles the transferee
12 named in the deed to possession of the premises.

13 (f) When the person in possession of a premises remains in possession
14 after the time when a seller is entitled to possession in accordance with the
15 provisions of ORS 93.930 (2)(c) or pursuant to a judgment of strict foreclosure
16 of a recorded contract for transfer or conveyance of an interest in real
17 property.

18 (g) When the person in possession of a premises remains in possession
19 after the expiration of a valid notice terminating the person's right to occupy
20 the premises pursuant to ORS 91.120, 91.122 or 91.130.

21 (2) In the case of a dwelling unit to which ORS chapter 90 applies:

22 (a) The following are causes of unlawful holding by force within the
23 meaning of ORS 105.110 and 105.123:

24 (A) When the tenant or person in possession of any premises fails or re-
25 fuses to pay rent within the time period required by a notice under ORS
26 **90.392 or 90.394.**

27 (B) When a rental agreement by its terms has expired and has not been
28 renewed, or when the tenant or person in possession remains in possession
29 after a valid notice terminating the tenancy pursuant to ORS chapter 90, or
30 is holding contrary to any valid condition or covenant of the rental agree-
31 ment or ORS chapter 90.

1 (b) A landlord may not file an action for the return of possession of a
2 dwelling unit based upon a cause of unlawful holding by force as described
3 in paragraph (a) of this subsection until after the expiration of a rental
4 agreement for a fixed term tenancy or after the expiration of the time period
5 provided in a notice terminating the tenancy.

6 **(c) The court may dismiss a claim for possession at any time if the**
7 **complaint does not comply with this subsection.**

8 (3) In an action under subsection (2) of this section, ORS chapter 90 shall
9 be applied to determine the rights of the parties, including:

10 (a) Whether and in what amount rent is due;

11 (b) Whether a tenancy or rental agreement has been validly terminated;
12 and

13 (c) Whether the tenant is entitled to remedies for retaliatory conduct by
14 the landlord as provided by ORS 90.385 and 90.765.

15 **SECTION 10.** ORS 105.137 is amended to read:

16 105.137. In the case of a dwelling unit to which ORS chapter 90 applies:

17 (1) *[If the plaintiff appears and the defendant fails to appear at the first*
18 *appearance,]* A default judgment shall be entered in favor of the plaintiff for
19 possession of the premises and costs and disbursements[.] **only if:**

20 **(a) The plaintiff appears and the defendant fails to appear at the**
21 **first appearance;**

22 **(b) The court determines that the complaint complies with ORS**
23 **105.115 and 105.124 and is sufficient to state a cause of action for pos-**
24 **session; and**

25 **(c) The plaintiff testifies under oath or submits an affidavit or**
26 **declaration under penalty of perjury stating that, as of the date of the**
27 **testimony:**

28 **(A) The defendant has not delivered possession to the plaintiff as**
29 **described in ORS 90.147 (2); and**

30 **(B) The plaintiff reasonably believes that the defendant remains in**
31 **possession of the premises.**

1 (2) If the defendant appears and the plaintiff fails to appear at the first
2 appearance, a default judgment shall be entered in favor of the defendant
3 dismissing the plaintiff's complaint and awarding costs and disbursements.

4 (3) An attorney at law shall be entitled to appear on behalf of any party,
5 but attorney fees may not be awarded to the plaintiff if the defendant does
6 not contest the action.

7 (4) If the plaintiff dismisses the action before the first appearance, a
8 judgment of dismissal shall be entered in favor of the defendant dismissing
9 the plaintiff's complaint and awarding costs and disbursements. The defend-
10 ant may not recover attorney fees for prejudgment legal services provided
11 after the delivery of written notice of the dismissal by the plaintiff to the
12 defendant, or to an attorney for the defendant, in the manner provided under
13 ORS 90.155.

14 (5) The plaintiff or an agent of the plaintiff may obtain a continuance of
15 the action for as long as the plaintiff or the agent of the plaintiff deems
16 necessary to obtain the services of an attorney at law.

17 (6) If both parties appear in court on the date contained in the summons,
18 the court shall set the matter for trial [*as soon as practicable,*] unless the
19 court is advised by the parties that the matter has been settled. The trial
20 shall be scheduled:

21 (a) **For a claim based on nonpayment as defined in section 2 of this**
22 **2023 Act, between 20 and 30 days following the appearance; or**

23 (b) **For any other claim, as soon as practicable and** no later than 15
24 days from the date of [*such*] **the** appearance.

25 (7) If the matter is not tried within the [*15-day*] period **described in**
26 **subsection (6) of this section**, and the delay in trial is not attributable to
27 the landlord, the court shall order the defendant to pay rent that is accruing
28 into court, provided the court finds after hearing that entry of such an order
29 is just and equitable.

30 [(7)(a)] **(8)(a)** The court shall permit an unrepresented defendant to pro-
31 ceed to trial by directing the defendant to file an answer in writing on a

1 form which shall be available from the court clerk, and to serve a copy upon
2 the plaintiff on the same day as first appearance.

3 (b) The answer shall be in substantially the following form:

4 _____

5 IN THE _____ COURT FOR

6 THE COUNTY OF _____

7

8 (Landlord),)

9)

10 Plaintiff(s),)

11)

12 vs.) No. _____

13)

14 (Tenant),)

15)

16 Defendant(s).)

17

18 ANSWER

19 I (we) deny that the plaintiff(s) is (are) entitled to possession because:

20 ___ The landlord did not make repairs.

21 List any repair problems: _____

22 _____

23 _____

24 ___ The landlord is attempting to evict me (us) because of my (our) complaints
25 (or the eviction is otherwise retaliatory).

26 ___ The landlord is attempting to evict me because of my status as a victim
27 of domestic violence, sexual assault or stalking.

28 ___ The eviction notice is wrong.

29 ___ List any other defenses: _____

30 _____

31 _____

1 _____
2 _____

3 I (we) may be entitled as the prevailing party to recover attorney fees
4 from plaintiff(s) if I (we) obtain legal services to defend this action pursuant
5 to ORS 90.255.

6 I (we) ask that the plaintiff(s) not be awarded possession of the premises
7 and that I (we) be awarded my (our) costs and disbursements and attorney
8 fees, if applicable, or a prevailing party fee.

9
10 _____

11 Date Signature of defendant(s)

12 _____

13 [(8)] (9) If an unrepresented defendant files an answer as provided in
14 subsection [(7)] (8) of this section, the answer [*may*] **does** not limit the de-
15 fenses available to the defendant at trial under ORS chapter 90. If such a
16 defendant seeks to assert at trial a defense not fairly raised by the answer,
17 the plaintiff [*shall be*] **is** entitled to a reasonable continuance for the pur-
18 poses of preparing to meet the defense.

19

20 **SEALING RECORDS**

21

22 **SECTION 11. Section 12 of this 2023 Act is added to and made a part**
23 **of ORS 105.105 to 105.168.**

24 **SECTION 12. (1) On an annual basis, each circuit court shall enter**
25 **an order setting aside a judgment and sealing the official records for**
26 **each case for possession brought under ORS chapter 90 for which the**
27 **court finds that:**

28 (a) **The judgment does not contain a money award or that any**
29 **money award has expired or been satisfied or discharged; and**

30 (b)(A) **The judgment was a judgment of restitution entered for the**
31 **plaintiff and at least five years have passed from the date of the**

1 judgment; or

2 (B) The judgment was a judgment by stipulation of the parties un-
3 der ORS 105.145 (2) and at least 12 months have passed from the date
4 of the judgment.

5 (2) Upon entry of the order, the judgment that is the subject of the
6 motion is deemed not to have been entered, and any party may answer
7 accordingly any questions relating to its occurrence.

8 (3) Nothing in this section limits the ability of a defendant to apply
9 for an order under ORS 105.163.

10 SECTION 13. (1) Section 12 of this 2023 Act does not apply to judg-
11 ments entered on or before January 1, 2014.

12 (2) Each justice and circuit court shall conduct a review of its re-
13 cords and enter its first order under section 12 of this 2023 Act on or
14 before December 31, 2024.

15

16

GUEST OCCUPANCY

17

18 SECTION 14. Section 15 of this 2023 Act is added to and made a part
19 of ORS chapter 90.

20 SECTION 15. (1) Notwithstanding ORS 90.262 (3) or 90.510 (7), a
21 landlord may not enforce a restriction by any means, including as-
22 sessing a fee or terminating the tenancy, if the restriction is based on:

23 (a) A maximum occupancy guideline for the number of tenants or
24 guests that is lower than an amount required by federal, state or local
25 law or regulation.

26 (b) The maximum duration of a guest's stay in the tenancy.

27 (2) If a guest resides in the dwelling unit more than 15 days in any
28 12-month period, a landlord may screen the guest and require that the
29 parties enter into a temporary occupancy agreement under ORS 90.275.

30 (3) This section does not prohibit a landlord from, based on the
31 guest's conduct or failure to comply with this section, collecting a fee

1 allowed by ORS 90.302 or terminating a tenancy.

2 (4) Notwithstanding ORS 90.412, acceptance of a payment by a
3 landlord from the guest does not make the guest a tenant under this
4 chapter.

5 (5) As used in this section, “guest” means an individual who is
6 staying temporarily, including overnight, within the dwelling unit at
7 the invitation of the tenant.

8

9

CAPTIONS

10

11 SECTION 16. The unit captions used in this 2023 Act are provided
12 only for the convenience of the reader and do not become part of the
13 statutory law of this state or express any legislative intent in the
14 enactment of this 2023 Act.

15

16

EMERGENCY CLAUSE

17

18 SECTION 17. This 2023 Act being necessary for the immediate
19 preservation of the public peace, health and safety, an emergency is
20 declared to exist, and this 2023 Act takes effect on its passage.

21
