

From:
To: [Exhibits SHOUS](#)
Cc:
Subject: Written testimony on SB 608
Date: Friday, February 1, 2019 3:10:54 PM

What do you think of this before I send it.

Dear Sen. Taylor and Rep. Nosse,

The following are my comments and concerns regarding SB 608 and similar bills that may be introduced this legislative session that include such conditions as prohibiting pet deposits:

Rent Controls:

1. When the city of Portland proposed rent controls, we owned only eleven apartment units within the city limits. We maintained them by reinvesting all profits, above a minimum level, toward upkeep and improvements, including two major, expensive renovations. After spending several \$100,000 we informed our tenants rents would increase the following year on average of 7% to 9%, which all of them were willing to absorb because the units were much improved. However, because of the restrictions proposed and subsequently enacted by the Portland City Council we sold all our Portland rentals and reinvested in other Oregon cities. Our reasons were:
 - a. Rental controls de-incentivized us from continuing to improve our units because it was apparent, we could not receive a reasonable return on our investments
 - b. To comply with the new ordinance meant our renters would be denied the major improvements we had provided in previous years simply because we could afford to do so if we received no return on our investments.

We are now faced with a similar situation, but on a statewide basis. Our major concerns with SB 608 are:

1. Restricting use of NO CAUSE EVICTIONS:

- a. During our more than 40 years of owning and operating rental units we have rarely had to use No Cause evictions, but when they were used it was necessary because:
 - i. The renters, a few of whom rented for more than one year, had developed destructive habits that were damaging the apartment and if continued, even after providing the renter with three written notices to cease and correct, would result in requiring us to spend funds in excess of the renters' security deposits.
 - ii. In these cases, it was also apparent the renter would be "judgment proof" and we would incur a loss.
 - iii. It was necessary to give a No Cause eviction instead of going through a forcible entry and detainer judicial action because the renter's destructive habits had to cease quickly so that no further damage resulted.
 - iv. It is also necessary at times to use No Cause evictions to protect the other renters' rights to reside in their units in a peaceful and quiet manner.
 - v. It is necessary at times to give a No Cause eviction when the renter violates a significant prohibition listed in the rental agreement such as operating an illegal business on the premises, allowing non-authorized pets on the premises, permitting others to move-in to the unit without permission, making excessive noise that disturbs other renters and similar other acts that must immediately be stopped and this is when the renter has been provided with three written notices to cease the conduct.
 - vi. For the above reasons, to limit the use of No

Cause would impose additional burdens on the owners and other renters. To cover the anticipated expenses, we would have to increase security deposits, perform extensive background checks, and possibly require renters to have liability insurance.

2. Restricting the payment of pet damage fees:

- a. As homeowners we have loved having pets and have willingly spent huge sums of money on their care and the damage they have caused to our homes, however, under the proposed law to restrict imposing a pet fee we are now being asked to absorb the cost of the damage our renters' pets' cause. We have a no pet possible in our present rental units, no because we oppose having pets, but because of the damage they cause as follows:
 - i. Dogs and cats damage carpets and hardwood floors, at times well in excess of the pet deposit.
 - ii. Dogs and cats leave odors that are not only offensive to other renters but require expensive cleanup costs above the pet deposit.
 - iii. Other pets, such as birds, snakes and even monkeys can and do cause damage and disrupt other renters' peaceful enjoyment.
 - iv. In addition, under present statutes and ordinances renters are permitted to have an "emotional support pet" in their unit if they provide proof from a "therapist" that they need one even if we have a "no pet" policy. If we cannot require a pet fee it will eventually occur that every tenant who wants a pet will be able to obtain a required letter from someone recommending they should have an "emotional support pet."

I oppose the present provisions of SB 608 and any suggestions that pet fees be prohibited.

Sincerely,
George Eighmey
1524 SE Poplar Ave.
Portland, OR 97214

George Eighmey
Board President of Death with Dignity National Center
503-314-8378
geighmey@gmail.com

Thank you for considering the environment before printing this email.

This message is private or privileged. If you are not the person for whom this message is intended, please delete it and notify me immediately. Thank you.