To: Members of the House Committee on Human Services and Housing

Last session I sent many comments asking for protections for shared housing situations, as lack of ability to remove an inviable housemate, at *any* time, creates a safety hazard for women and children, and can make life utterly miserable no matter who you are.

I appreciate that this year's version includes some of those protections, and, I urge you, please, to expand those protections to ALL intimately shared housing situations, rather than limiting it to landlords and primary residences. Lots of shared housing occurs outside that narrow circumscription, but is still in need of the same protections.

Note as well, that without those protections, owners like those in my forthcoming examples will chose options which ultimately work against the goal of plentiful, stable, affordable, long-term housing. I explain this further and suggest how to easily correct this problem, after my examples.

Real life examples (details changed to protect identities):

1. Your 19 and 23 yr. old daughters live in a house you own. For the last 15 months, your recently-separated-now-divorcing, long-time business acquaintance—a 43 yr. old man—has occupied the ADU on the same property. You are his landlord and do not live on site. Recently, your 19 yr. old commented that your colleague was "creepy," eventually revealing that he had begun making inappropriate sexual comments and looking in their windows whenever he walked by. If you are unable to come up with three months' of his rent, or if he sues for possession under (9)(a)(B), you will not be able to protect your daughters.

2. An author and a computer consultant both own, and work from, their own homes; they are involved. The author has had an okay-but-not-fantastic housemate for a few years. Eventually, the author moves in with the consultant, but keeps her writing studio in her original home. Suddenly no longer her primary residence, she has now lost the capacity to terminate the housemate's lease if the situation deteriorates, or were she to decide she no longer wanted to share her house at all. To assert she can still use a "for cause" notice is naiive. Shared housing typically fails for interpersonal reasons, which "for cause" terminations do not readily accommodate.

3. Portland family moves to Eugene, but Dad will have to continue working in Portland for two more years. He spends Sunday through Thursday nights in their former Portland home, which now has three unused bedrooms. When he no longer has to commute, they hope to rent out the Portland house, in its entirety, on a single lease.

As Dad's primary residence is now technically Eugene, they will face two problems if they rent out individual rooms to anyone for longer than 12 months: a) they will neither be able to terminate nor change the terms of those individual leases, in order to rent out the whole house, if an existing housemate doesn't agree to the change, b) like the author, if a housemate relationship goes sour after the first 12 months, they will have no remedy.

4. California grandparents own a condo in Bend, so they can summer near the grandkids. They typically rent out the condo on a short-term lease, fall through spring. This year they will not be coming north, since Grandpa is having back surgery. Their current tenant would willingly extend his stay, but as the condo will never qualify as their "primary residence" (that's in CA), they would not be able to reclaim it for themselves the summer following, if they let him continue on.

5. Intentional communities, with participation requirements, will lose the capacity to enforce participation by requiring non-participants to move out. Examples include co-housing communities, where some of the units are privately owned (but not shared) rentals; spiritual communities, where the building owner is an LLC or the foundation's main office elsewhere; and

wholly rented, communal households, where each adult agrees, e.g., to attend weekly house meetings, Thursday night dinners, and do four hours of weekly "farm work" in the house's extensive food-raising beds.

It's exceedingly common for people to participate enthusiastically at first, then slack off over time. But they don't want to move out, because it's typically cheaper than most other forms of housing. Participation requirements are rarely formalized in the lease—especially if the landlord is an uninvolved, non-resident. So while the community's operating agreements allow them to kick out the hanger-on, the landlord will still be required to continue offering them housing.

These types of intimately shared housing scenarios are super common—and fall outside the "shared housing" protections currently included. Lacking these, owners in such situations will look at the (proposed) legislation and do one of four things:

- **keep—or preemptively make—their rentable spaces empty.** I know several people who have already done this, out of concern for what's coming down the pike.
- **terminate all leases at 12 months**
- **switch to week-to-week tenancies**
- **Air BnB**

The folks in intentional communities are just going to be stuck.

Most of these situations could be remedied by expanding the current "shared housing" protections to include ALL shared housing, not just shared-with-landlord and only-in-primary-residence scenarios. This could be done by removing "as a/the landlord's primary residence" in paragraphs (5)(c) and (8) [Section 1], and changing paragraph (8), line 5, to "[on the same property as…] *a unit consistently used by the landlord or a member of the landlord's immediate family.*"

I'm not sure how you fix the problems for intentional communities and households, other than creating another subsection that specifically allows groups with participation requirements to kick people out for on-going failure to participate, regardless of the arrangement the non-participant has with a third-party landlord.

Thank you for considering these concerns.

Sincerely,

Erica Bolliger,
Life-long shared-housing participant

P S. I have to also observe that section (4)(c)(A) leaves an odd gap. If the landlord wants to continue using a fixed term lease—even a simple renewal of the one currently in use—and it is after the first year of tenancy, if the renter wants to switch to month-to-month, he need only refuse all fixed-term leases offered by the landlord, and there will be nothing the landlord can do about it: the landlord cannot terminate the tenancy for refusal to renew on a fixed-term, and the tenancy will automatically become month-to-month.

Also: in (6)(b) - does "ownership interest in four or fewer residential dwelling units" pertain only to *rental* units or does it include non-rentals, such as the landlord's unshared home? This needs to be made clear.