

Requested by Representative KOTEK

**PROPOSED AMENDMENTS TO
HOUSE BILL 3113**

1 On page 1 of the printed bill, delete lines 4 through 31 and delete pages
2 2 and 3 and insert:

3 **SECTION 1.** ORS 90.323 is amended to read:

4 “90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not
5 increase the rent without giving the tenant written notice at least seven days
6 prior to the effective date of the rent increase.

7 “(2) For purposes of this section, the term ‘consumer price index’ refers
8 to the annual 12-month average change in the Consumer Price Index for All
9 Urban Consumers, West Region (All Items), as published by the Bureau of
10 Labor Statistics of the United States Department of Labor in September of
11 the prior calendar year.

12 “(3) During any tenancy other than week-to-week, the landlord may not
13 increase the rent:

14 “(a) During the first year after the tenancy begins.

15 “(b) At any time after the first year of the tenancy without giving the
16 tenant written notice at least 90 days prior to the effective date of the rent
17 increase.

18 “(c) During any 12-month period, in an amount greater than seven percent
19 plus the consumer price index above the existing rent except as permitted
20 under subsection (7) of this section.

21 “(4) The notices required under this section must specify:

1 “(a) The amount of the rent increase;

2 “(b) The amount of the new rent;

3 “(c) Facts supporting the exemption authorized by subsection (7) of this
4 section, if the increase is above the amount allowed in subsection (3)(c) of
5 this section; and

6 “(d) The date on which the increase becomes effective.

7 “(5) This section does not apply to tenancies governed by ORS 90.505 to
8 90.850.

9 “(6) A landlord terminating a tenancy with a 30-day notice without cause
10 as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may
11 not reset rent for the next tenancy in an amount greater than seven percent
12 plus the consumer price index above the previous rent.

13 “(7) A landlord is not subject to subsection (3)(c) or (6) of this section
14 [*when*] **if:**

15 “(a) The first certificate of occupancy for the dwelling unit was issued
16 less than 15 years from the date of the notice of the rent increase; or

17 “(b) The [*landlord is providing reduced rent to the tenant as part of a*
18 *federal, state or local program or subsidy*] **dwelling unit is regulated or**
19 **certified as affordable housing by a federal, state or local government**
20 **and the change in rent:**

21 **“(A) Does not increase the tenant’s portion of the rent; or**

22 **“(B) Is required by program eligibility requirements or by a change**
23 **in the tenant’s income.**

24 “(8) A landlord that increases rent in violation of subsection (3)(c) or (6)
25 of this section is liable to the tenant in an amount equal to three months’
26 rent plus actual damages suffered by the tenant.

27 **“SECTION 2.** ORS 90.600 is amended to read:

28 “90.600. (1) For purposes of this section, the term ‘consumer price index’
29 refers to the annual 12-month average change in the Consumer Price Index
30 for All Urban Consumers, West Region (All Items), as published by the Bu-

1 reau of Labor Statistics of the United States Department of Labor in Sep-
2 tember of the prior calendar year.

3 “(2) If a rental agreement is a month-to-month tenancy to which ORS
4 90.505 to 90.850 apply, the landlord may not increase the rent:

5 “(a) Without giving each affected tenant notice in writing at least 90 days
6 prior to the effective date of the rent increase; and

7 “(b) During any 12-month period, in an amount greater than seven percent
8 plus the consumer price index above the existing rent.

9 “(3) The written notice required by subsection (2)(a) of this section must
10 specify:

11 “(a) The amount of the rent increase;

12 “(b) The amount of the new rent;

13 “(c) Facts supporting the exemption authorized by subsection (4) of this
14 section, if the increase is above the amount allowed in subsection (2)(b) of
15 this section; and

16 “(d) The date on which the increase becomes effective.

17 “(4) A landlord is not subject to subsection (2)(b) of this section [*when*]
18 **if:**

19 “(a) The first certificate of occupancy for the dwelling unit was issued
20 less than 15 years from the date of the notice of the rent increase; or

21 “(b) The [*landlord is providing reduced rent to the tenant as part of a*
22 *federal, state or local program or subsidy*] **dwelling unit is regulated or**
23 **certified as affordable housing by a federal, state or local government**
24 **and the change in rent:**

25 “(A) **Does not increase the tenant’s portion of the rent; or**

26 “(B) **Is required by program eligibility requirements or by a change**
27 **in the tenant’s income.**

28 “(5) A landlord that increases rent in violation of subsection (2)(b) of this
29 section shall be liable to the tenant in an amount equal to three months’ rent
30 plus actual damages suffered by the tenant.

1 “(6) This section does not create a right to increase rent that does not
2 otherwise exist.

3 “(7) This section does not require a landlord to compromise, justify or
4 reduce a rent increase that the landlord otherwise is entitled to impose.

5 “(8) Neither ORS 90.510 (1), requiring a landlord to provide a statement
6 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental
7 agreement, [*create*] **creates** a basis for tenant challenge of a rent increase,
8 judicially or otherwise.

9 “(9)(a) The tenants who reside in a facility may elect one committee of
10 seven or fewer members in a facility-wide election to represent the tenants.
11 One tenant of record for each rented space may vote in the election. Upon
12 written request from the tenants’ committee, the landlord or a representative
13 of the landlord shall meet with the committee within 10 to 30 days of the
14 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
15 less the parties agree otherwise, upon a request from the tenants’ committee,
16 a landlord or representative of the landlord shall meet with the tenants’
17 committee at least once, but not more than twice, each calendar year. The
18 meeting shall be held on the premises if the facility has suitable meeting
19 space for that purpose, or at a location reasonably convenient to the tenants.
20 After the meeting, the tenants’ committee shall send a written summary of
21 the issues and concerns addressed at the meeting to the landlord. The land-
22 lord or the landlord’s representative shall make a good faith response in
23 writing to the committee’s summary within 60 days.

24 “(b) The tenants’ committee may be entitled to informal dispute resolution
25 under ORS 90.769 if the landlord or landlord’s representative fails to meet
26 with the tenants’ committee or fails to respond in good faith to the written
27 summary as required by paragraph (a) of this subsection.”.

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