



Chair Marsh, Vice-Chairs Breese-Iverson and Andersen, and members of the House Committee on Housing and Homelessness,

Thank you for the opportunity to provide testimony on HB 2134. Oregon REALTORS® is an industry association comprised of roughly 18,000 real estate brokers, principal real estate brokers, real estate property managers, and affiliated industry professionals.

We believe the bill proposes pathway to terminate a tenancy that could be beneficial for both tenants and landlords, but that clarity is needed in the bill's provisions regarding collecting unpaid rent.

HB 2134 would allow a tenant to issue a 30-day termination notice when a landlord has already given a 90-day termination notice under ORS 90.427(5). These are scenarios where, after the first year of occupancy, a landlord terminates the tenancy either because the landlord or an immediate family member are moving in, an offer on the home has been accepted from a buyer who will be moving in, substantial renovations are needed, or the unit is being demolished or converted to a non-residential use. In these scenarios it may be beneficial to the tenant to be able to move into a new housing unit if one becomes available before the date designated in the landlord's termination notice. It may also be beneficial to the landlord for the tenant to move out sooner.

We are, however, concerned by the language in section 1 subsection (2), though we believe it is possible to address this concern with a minor amendment. For reference, subsection (2) currently reads:

“(2) A termination notice given by the tenant under this section may terminate the tenancy during the fixed term. If a tenant terminates the tenancy under this section, the landlord may not collect any fee under ORS 90.302 (2)(e) or collect any unpaid rent after:

“(a) The date designated in the termination notice; and

“(b) The tenant returns possession of the premises.”

We agree that a tenant who terminates their tenancy in accordance with this section should not be required to pay a lease-break fee or rent that accrues after the date designated in the tenant's termination notice and the tenant has returned possession of the premises. However, based on our reading of the bill, we are concerned the clause “or collect any unpaid rent after: ...” could be read to mean that the landlord would not be able to collect any unpaid rent that accrued *before the termination* of the tenancy to which the landlord would still be legally entitled. As such, we respectfully ask that subsection (2) be amended to address that concern, and we would be happy to work with Representative Sanchez, members of the Committee, and other stakeholders on such an amendment.

Thank you for your time and consideration of our testimony.