The City of Portland’s
LANDLORD TRAINING PROGRAM
KEEPING RENTAL PROPERTY SAFE AND FREE OF ILLEGAL ACTIVITY
A PRACTICAL GUIDE FOR LANDLORDS AND PROPERTY MANAGERS

Sponsored by:
The City of Portland
Bureau of Development Services

FOR THE PROMOTION OF SAFE AND LIVABLE RESIDENTIAL NEIGHBORHOODS THROUGHOUT THE CITY

16th Oregon edition, 2nd Portland printing
Developed by Campbell DeLong Resources, Inc.
Based on the original Landlord Training Program, initially developed for the Portland Police Bureau
with funding from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice
This edition of the Oregon Landlord Training Program manual provides updated text to account for some of the changes in the law made by the 2013 legislature. Chapter 90 of the Oregon Revised Statutes (Oregon’s Residential Landlord and Tenant Act) is available through local libraries or online at www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx. Property management associations and legal publishing companies, listed in the Appendix, generally offer annotated versions of the law for sale as well. Also, references to the Oregon Revised Statutes (ORS) in this manual are based on those used in the 2011 ORS edition because this manual was prepared before the 2013 version of the Statutes were published. Therefore, while the discussion is intended to be consistent the relevant laws passed by the 2013 legislature, it is possible that some specific statute numbers may be different from those cited in the text.

This manual is intended for use with the Landlord Training Program within the State of Oregon. While the primary laws that regulate landlord-tenant relationships are consistent statewide, some local jurisdictions have created additional regulations about which landlords, property managers, and residents should be aware.

Some jurisdictions in Oregon use the Landlord Training Program as the first phase of a landlord certification program that promotes and rewards community-oriented property management practices. This three-part program includes the Landlord Training Program, crime prevention property improvements, and resident crime prevention. For a complete discussion of the three phases of the “Enhanced Safety Properties” program, see the chapter on Portland’s program included in this manual.
The City of Portland’s
LANDLORD TRAINING PROGRAM
KEEPING RENTAL PROPERTY SAFE AND FREE OF ILLEGAL ACTIVITY
A PRACTICAL GUIDE FOR LANDLORDS AND PROPERTY MANAGERS
Sixteenth Oregon edition, second Portland printing

Sponsored by:
City of Portland, Bureau of Development Services
www.portlandonline.com

Amanda Fritz, Commissioner
Paul Scarlett, Director of the Bureau of Development Services

Written and developed by:
John Campbell, Campbell DeLong Resources, Inc.

Chapters on Title 29 Housing Maintenance Code and on the Enhanced Safety Properties Program were developed through collaboration with the author and the City of Portland’s Bureau of Development Services and Office of Neighborhood Involvement. Additional information on fire safety was added to the 15th edition of the manual through a partnership with Portland Fire & Rescue. Editions one through seven of this manual were developed through a funding partnership between the author, the City of Portland’s Bureau of Police, and the U.S. Department of Justice.

While various parts of this document provide descriptions of legal process, no part of this manual should be regarded as legal advice or considered a replacement of a landlord’s responsibility to be familiar with the law. If you need legal advice, seek the services of a competent attorney. Also, laws change. Information in this manual that is accurate at the time of printing may be rendered obsolete by the passage of new laws or revised judicial interpretation of existing law.
Questions for the Bureau of Development Services regarding this training program should be directed to:

Neighborhood Inspections Program
Bureau of Development Services
1900 SW 4th Ave, Suite 5000
Portland, OR 97201
Phone: 503-823-7955
Fax: 503-823-7915
TDD: 503-823-6868
Web Page: www.portlandoregon.gov/bds

This sixteenth edition, Portland printing, was first published in November of 2013. Revisions and updates from the fifteenth edition have been made to reflect changes in landlord-tenant law made by the 2013 Oregon Legislature. In this second printing of the sixteenth edition (introduced in the fall of 2014), additional Appendix materials relating to housing inspection and to garbage, recycling, and composting services in the City of Portland have been added.

Copyright © 1997-2013 Campbell DeLong Resources, Inc. (CDRI). Portions copyright © 1989-1996, City of Portland and Campbell DeLong Resources, Inc. The pages on Portland’s Property Maintenance Code have been adapted and modified with permission from the Bureau of Development Services’ brochure number 21, “Basic Housing Requirements” December 1997 and updated for adjustments in code and clarity in 2008 and 2011. The Chapter on the Enhanced Safety Properties (ESP) Program is based on earlier versions of such material developed by CDRI, with all editorial decisions for this edition conducted by the City of Portland’s Office of Neighborhood Involvement, Crime Prevention Program, who is responsible for overseeing the ESP program in the City of Portland. Additional information on fire safety advice recommended by Portland Fire & Rescue was originally added in 2011 for the fifteenth edition of this manual.

No part of this manual may be duplicated or modified without permission. Distribution of this document in “PDF” format on the World Wide Web by CDRI and/or the City of Portland is for the sole purpose of allowing a complete verbatim copy to be viewed electronically. Printed copies are available through the Bureau of Development Services. Separate permission is required to adapt, modify, excerpt, print multiple copies, make electronic copies or use in any other manner. Requests for such permission should be directed to Campbell DeLong Resources, Inc. who handles all such requests on behalf of the copyright holders. Direct questions and requests regarding the program to:

Campbell DeLong Resources, Inc.
2627 Northeast 33rd Avenue
Portland, Oregon 97212
Phone: (503) 221-2005
Fax: (503) 221-4541
www.cdri.com

We request that any errors or significant omissions be noted and forwarded so that corrections in future versions can be made.

This project was made possible, originally, through cooperative agreements Nos. 87-SD-CX-K003, 89-DD-CX-0007, and 91-DD-CX-0001 from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: the Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime.

Points of view or opinions contained within are those of the Campbell DeLong Resources, Inc. or the City of Portland, and do not necessarily represent the official position or policies of the U.S. Department of Justice.
FOREWORD

Chronic nuisance behavior can seriously harm the livability of residential neighborhoods. In addition, nuisance property conditions, such as property damage and chronically-deferred maintenance, can combine with illegal behavior to reduce a neighborhood to a mere shell of the healthy community it once was. In our frustration, we often look only to the police or “the system” for solutions and forget that neighbors and landlords have tremendous power over the basic health and safety of a community.

To be sure, local government and law enforcement have a critical responsibility, but we as community members — landlords, tenants, and homeowners — remain the foundation that makes it all work.

Community members are almost always the first to become aware of a neighborhood problem and the first to decide whether or not to take action. Typically, a city responds only after neighbors recognize and report nuisance conditions or illegal activity. When a problem arises, one of the first and most important decisions is made by the affected homeowners, tenants, and landlords: Ignore it, run from it, or do something about it. Each of us plays a different role and each bears a responsibility to keep a community safe and livable.

The most effective way to deal with illegal activity on rental property is through a coordinated effort with neighbors, landlords, and police. And the most effective way to prevent or address property maintenance and safety issues is to have a knowledge and understanding of Title 29, the City of Portland’s Property Maintenance Regulations.

Efforts are underway that encourage neighbors to learn more about how they can help prevent crime on their blocks. In addition, efforts are also being made to improve the ways that police address chronic criminal activity and housing maintenance inspectors identify nuisance property. What you can do is learn how to keep illegal activity off your property and to keep the property well-maintained, thus preventing many problems before they start and making it that much easier to remove or stop criminal activity and property damage should it ever occur.

We know that abuses of the landlord-tenant relationship can, and do, come from both sides. We also know that most landlords want to be fair and that most tenants are good neighbors. Responsible property management and ownership begins with the idea that it will benefit all of us. If the information given here is used responsibly, all of us — tenants, landlords, and owner-occupants — will enjoy safer, more stable neighborhoods.
ACKNOWLEDGMENTS

This Portland printing of the Landlord Training Program manual exists because of the commitment to housing quality by the Neighborhood Inspection Team, Bureau of Development Services.

The Landlord Training Program was originally developed in a joint effort with the Portland Police Bureau, Portland Fire & Rescue, and the Neighborhood Crime Prevention Program, Office of Neighborhood Involvement. Development of the program was funded through the Bureau of Justice Assistance, U.S. Department of Justice. The manual, course content, and program design was originally proposed, researched, and developed by Campbell DeLong Resources, Inc.

We acknowledge considerable assistance in designing the original program from the Drugs & Vice Division, Portland Police Bureau; the Hazardous Materials Team of Portland Fire & Rescue; the Housing Authority of Portland (now Home Forward); Multnomah County Legal Aid; members of Multifamily NW; the Oregon Rental Housing Association; and the Rental Housing Association of Greater Portland.

We appreciate the work, support, and guidance received from the City of Portland's Bureau of Development Services, Office of Sustainable Development, City Attorney's Office, and the Mayor and City Council. We also appreciate assistance received from the Health Division, Oregon Department of Human Resources; Sandra J. Saunders, Lawyers; Tenant Screening Services, Inc.; Prospective Renters Verification Service; Background Investigations, Inc.; and Executive Property Management, Inc.

Later editions of the Landlord Training Program manual have benefited from work done by the Tucson, Arizona, Police Department; the Milwaukee, Wisconsin, Department of Building Inspection; the Multnomah County District Attorney's Office; and the Portland Police Bureau's Neighborhood Response Teams. In addition, the work of the City of San Bernardino, California led to numerous innovations introduced in the seventh edition, and the work of the Beaverton, Oregon Police Department led to innovations introduced in the text of the ninth edition. Later editions of the manual have also benefited from additional review and guidance received from the Fair Housing Council of Oregon and from Bittner & Hahs, P.C. attorneys at law.

We gratefully acknowledge the contributions of the many landlords and property managers who were interviewed during development of this project and continue to provide valuable insight into program elements. We thank the late Sharon McCormack, formerly of Portland's Office of Neighborhood Involvement — without her support of the concept in 1988, this program would not exist today. And we thank the people of the Sabin Community Association, where it all began.
## CONTENTS

### POINTS TO CONSIDER

I

### NOTE TO MOBILE HOME PARK OWNERS

III

### PREPARING THE PROPERTY

1

- Keep the Property up to Habitability Standards
- “CPTED” Defined
- Keep the Property Visible, Control Access
- Keep It Looking Cared For

### PORTLAND’S PROPERTY MAINTENANCE CODE

5

- “Housing Maintenance” Code versus “Building” Code
- Portland’s “Top 25 Basic Requirements for Residential Property”
- When Permits Are Required
- Enforcement Fines

### APPLICANT SCREENING

11

- Overview
- Applicant Screening, Civil Rights, and Fair Housing
- Common Questions about Fair Housing
- Written Tenant Criteria: What to Post
- Regarding “Borderline” Applicants
- About Applicant Screening Charges
- Application Information: What to Include
- How to Verify Information
- The Importance of Screening Employees
- How to Turn Down an Applicant
- Other Screening Tips and Warning Signs

### RENTAL AGREEMENTS

33

- Use a Current Rental Agreement
- Month-to-Month or Long-Term Lease?
- Elements to Emphasize
- Lease Addendum Forbidding Illegal Activity
- Medical Marijuana and Rental Housing
- Pre-Move-In Inspection
- Smoke & Carbon Monoxide Alarm Contracts
- Resident’s Handbook
- Exclusion Criteria
- Key Pick-Up

### ONGOING MANAGEMENT

43

- “Management 101”
- Don’t Bend Your Rules
- Habitability Requirements
- Other Responsibilities
- Property Inspections
- Utilities
- Keep a Paper Trail
- Trade Phone Numbers with Neighbors
- Fire Inspections at Multifamily Property
- General Fire Safety Tips
- Benefits
POINTS TO CONSIDER

Community-oriented property management is also good business.

Landlords and property managers who apply the active management principles presented in this manual (and accompanying training) have consistently seen improvements in the quality of their rental business. Applying the information presented can result in significant benefits to each of the three interest groups in a residential neighborhood: Whole communities can become safer, residents can enjoy better housing, and landlords can enjoy greater business success. Here’s how it works:

The Cost of Nuisance Property

When rental management practices are lax, chronic nuisance conditions and chronic nuisance behaviors are much more likely to occur. Whether it is the eyesore and danger of physical nuisances or the fear and threat of behavioral nuisances (such as drug dealing or other criminal activity), when nuisance conditions persist at rental property neighbors suffer and landlords pay a high price. That price may include:

1. Declines in property values, particularly when the activity harms the reputation of the neighborhood.
2. Property damage arising from abuse, retaliation, or neglect.
3. Toxic contamination and/or fire resulting from drug manufacturing or grow operations.
4. Civil penalties, including loss of property use and financial penalties.
5. Loss of rent during the eviction and repair periods.
6. The fear and frustration of dealing with dangerous tenants.
7. Increased resentment and anger between neighbors and property managers.

The Benefits of Active Management

Active management can prevent much of the rental-based nuisance problems that occur today, to the great relief of both landlords and neighboring tenants. Developing an active management style requires a commitment to establishing a new approach. Landlords and managers interviewed for this program, who have made the switch to more active management, consistently report these rewards:

1. A stable, more satisfied tenant base.
2. Increased demand for rental units — particularly for multifamily units that have developed a reputation for active management.
3. Lower maintenance and repair costs.
4. Improved property values.
5. Improved personal safety for tenants, landlords, and managers.
6. The peace of mind that comes from spending more time on routine management and less on crisis control.
7. Appreciative neighbors.
**Did You Know?**

- Statewide in Oregon, if you have property being used for prostitution, gambling, drug dealing, or drug manufacturing, you risk financial judgments and the possibility of having the property closed for up to a year. The action may be brought by state or local attorneys, or by any person living or doing business in the same county.

- In the City of Portland, the *Chronic Nuisance Property* code (Chapter 14B.60) goes further: If your property is used repeatedly for a range of defined behaviors — including drug dealing, theft, harassment, assault, disorderly conduct and others — you may face closure of your property and other civil penalties for failing to take action to stop the problem.

- The City of Portland’s *Property Nuisances* code (Chapter 29.20) defines a number of property nuisance conditions such as unapproved outdoor storage, built-up trash and debris, rat harborage, unsecured structures, and obstructions to emergency access routes, sidewalks, and streets. When violations of this code occur, the City may, among other options, summarily abate the problem, bill the owner for associated costs, and assess additional civil penalties.

- Two of the most common fire and life safety hazards found in rental housing are lack of functioning smoke alarms and inoperable bedroom windows. The smoke alarm’s warning of the presence of fire or smoke is especially important when a person is asleep or otherwise unaware of their surroundings. Bedroom windows are often painted shut or made inoperable by security hardware. Having a secondary exit (the window) is essential when fire is on the other side of the primary exit (the bedroom door). Portland’s *Housing Maintenance Requirements* (Chapter 29.30) define the requirements for these “secondary exits” in all sleeping rooms. See page 5 of this manual for more on this topic.

- If you intend to rent or sell property that has been used for methamphetamine manufacturing, you must first meet state decontamination requirements. Until you do, you may not rent the property and you must provide prospective buyers with written documentation stating that the unit is a contaminated lab site.

- If you violate Fair Housing laws that prohibit discrimination against certain classes, in addition to other penalties, you can be fined $10,000 for your first violation, $25,000 for the second, and $50,000 for the third.

- In general, police will not reimburse you for the cost of damage done during the service of a search warrant. In theory, you might be able to recover costs from the tenant. However, that may be difficult.
NOTE TO MOBILE HOME PARK OWNERS

This manual was written primarily for the most typical residential rental situation: A tenant rents
a dwelling from a landlord. While many parts of the manual are applicable in other types of
residential rentals, owners of manufactured dwelling parks or floating home facilities should
know that additional, and at times different, regulations apply to your type of property (for
effects, see page 71). Although we have given occasional references to differences between
typical rentals and situations where a homeowner rents land or moorage space from a landlord,
we have not attempted to cover all the differences that pertain to those situations.

If you own a manufactured dwelling park¹ or a floating home facility, review the special section
of the Residential Landlord and Tenant Act that applies to such situations (generally ORS
90.505 to 90.875), and be sure to review your policies and practices with a qualified landlord-
tenant attorney. For additional assistance, you may wish to contact the Manufactured Housing
Communities of Oregon listed on page 102 in the Appendix of this manual.

¹ Technically, not all manufactured dwelling “parks” are covered by the additional legal requirements. The additional requirements
apply only to those rentals that meet the legal definition of what is called a “Manufactured Dwelling Facility.” See ORS 90 for the
complete definition.
PREPARING THE PROPERTY

Make the environment part of the solution.

“People engage in drugs and other criminal behavior can set up anywhere, but the farther they are from the manager’s office, or the more hidden from view, the better they like it.” — Police officer.

The information provided in this chapter is also the basis for the recommended property modifications for those participating in the Enhanced Safety Properties Program. This chapter describes the general application of crime prevention through environmental design in rental property. For specific “certification” requirements in Portland, see page 92.

The Basics

Make sure the aesthetic and physical nature of the property encourages responsible use of the property while discouraging illegal activity.

Keep the Property up to Habitability Standards

Maintaining housing standards is important to the public welfare and protects against neighborhood decay. In addition, with a substandard house you are more likely to attract problem tenant behavior, up to and including the potential for criminal activity. When you show people who are involved with illegal activity a substandard rental, you might as well tell them outright: “Our operation is illegal too. If you will look the other way, so will we.” Also, eviction of a knowledgeable tenant from such a rental property could be expensive. If you are renting property that isn’t maintained, you may have given up a number of your eviction rights.

Before renting your property, make sure it meets applicable local maintenance code and the habitability requirements of landlord-tenant law. For a discussion of basic requirements in Oregon law, see page 46 in the chapter on Ongoing Management and review Oregon landlord-tenant law (ORS 90), available through local libraries or online at www.oregonlegislature.gov/bills_laws. Portland landlords should also review the chapter, Portland’s Property Maintenance Code, beginning on page 5 of this manual.

“CPTED” Defined

Crime Prevention Through Environmental Design, known as CPTED (pronounced “Sep Ted”), is a field of knowledge based on research demonstrating that the design and maintenance of some properties deters crime while that of others encourages it. These concepts were originally
developed to help reduce crime to a property (e.g., a burglar breaking in). They are now known also to help prevent crime from a property (e.g. drug dealing, illegal gang activity, or other chronic nuisance activity).

Essentially, it is important that lighting, landscaping, and building design combine to create an environment where people with criminal intent don’t feel comfortable. Basic steps include making it difficult to break in, closing off likely escape routes, and making sure public areas can be easily observed by nearby people as they go about their normal activity. The four basic elements of CPTED:¹

- **Natural Surveillance:** The ability to look into and out of your property. Crime is less likely to happen if those considering committing a crime feel they will be observed. Examples: Keep shrubs trimmed so they don’t block the view of windows or porches. Install door viewers so residents can see who is at the door before they open it. Remove tree branches that hang below six feet. Install low-energy-usage outdoor lighting along paths. Install motion-activated lights in private areas such as driveways or backyards. Keep drapes or blinds open during the day. Leave porch lights on at night.

- **Access Control:** Controlling entry and exit. Crime is less likely to happen if the criminal feels it will be hard to get in or that escape routes are blocked. Examples range from something as simple as a locked door to a 24-hour guard station or remote-activated gate. This applies to individual apartments too: deadbolt locks and security pins in windows and sliding-glass doors. In high-rise apartments, the “buzzer” for opening the front door is an access control device.

- **Territoriality:** Making a psychological impression that someone cares about the property and will engage in its defense. Conveying territoriality is accomplished by posted signs, general cleanliness, high maintenance standards, and residents who politely question strangers. Signs that tell visitors to “report to the manager,” define rules of conduct, warn against trespassing, or merely announce neighborhood boundaries are all part of asserting territoriality. In other examples, cleaning off graffiti within one hour of discovering it or painting a mural on a blank wall both send a message that minor crime won’t be overlooked.

- **Activity Support:** Increasing the presence of better behaving residents can decrease the opportunities for illegal activity. Neighborhood features that are not used for legitimate activity are magnets for illegal activity. Organizing events or improving public services in parks and school yards, holding outdoor gatherings on hot summer nights, and features that attract regular use by cyclists, runners, and pedestrians are all examples.

How these concepts are best applied in a given property depends on many factors, including the existing landscaping, building architecture, availability of resident managers, management practices, presence of onsite security, desires of law abiding residents, and more.

**Keep the Property Visible, Control Access**

The following are some recommended “first steps” for making CPTED changes to rental property. Taken alone, few of the following elements will have a significant impact. Taken together, they will stop some who intend to conduct illegal activity from wanting to move into the

¹ Although research on CPTED goes back decades, the description given here is based on information provided by the Tucson, Arizona Police Department's “Safe By Design” program. For more on CPTED, see Crime Prevention Through Environmental Design, C. Ray Jeffery, (Beverly Hills: Sage Publications, 1971); and see Defensible Space: Crime Prevention Through Urban Design, Oscar Newman, (New York: Macmillan, 1972)
property and will make it easier to observe and document such activity should it start up. Initial steps include:

☑ **Use lighting to its best advantage.** Install photosensitive lighting over all entrances. This gives legitimate users of the property safer access points while increasing the perceived likelihood of being observed by any who consider illegal activity. At minimum, the light near the front door (the one that typically lights up the address number) should go on at sunset and stay on till dawn — a light-sensitive timer is ideal for this situation. In addition, the backdoor and other outside entrance points should be equipped with energy-efficient lighting that is either motion or light sensitive. Remember also that good lighting should accomplish the goal of providing illumination without shining harshly into the windows of adjacent homes or unnecessarily contributing to night sky light pollution. Be sure applicants understand that the installed outdoor lighting is part of the cost of renting — that it must be left on.

In apartment complexes make sure that all walkways, activity areas, and parking lots are well lighted, especially along the property perimeter. Covered parking areas should have lighting installed under the canopy. All fixtures should be of vandal-resistant design. Landscape planning should take into account how future plant growth will impact lighting patterns.

☑ **Make sure fences can be seen through.** If you install fencing, chain-link or wrought-iron types are best, because they limit access without also offering a place to hide or a canvas for graffiti. Wood fencing can also be used effectively, provided you leave gaps between the boards. You might also consider a lower height — for example, four feet high instead of six. Consider replacing, or modifying, wood fences that have minimal gaps between boards. Keep hedges trimmed low.

☑ **Keep bushes around windows and doorways well-trimmed.** Bushes should not impair the view of, or from, entrances or windows. Bushes should also be trimmed up from the ground to discourage the possibility of a person hiding behind them.

☑ **Post the address clearly.** Only those involved in illegal activity will benefit if the address is difficult to read from the street. When address numbers are faded, hidden by shrubs, not illuminated at night, or simply falling off, neighbors will have one more hurdle to cross before reporting activity and emergency responders (police, fire, or medical) will have more difficulty finding the house when called.

Large apartment complexes should have a permanent map of the complex, including a “you are here” point of reference, at each driveway entrance. These maps should be clearly visible in all weather and well lighted. If the complex consists of multiple buildings, make sure building numbers can be read easily from any adjacent parking area, both day and night. Also, make sure that rental units are numbered in a logical and consistent manner to make it possible for emergency responders to locate the unit as rapidly as possible if called to it.

☑ **Control traffic flow and access.** In larger complexes, control access points to deter pedestrian passersby from entering the property. Then do the same for automobile traffic. People involved in illegal activity prefer “drive through” parking lots — those with multiple exits. If practical, and permitted, reduce the number of exit points and reroute traffic so all automobile and foot traffic, coming and going, must pass the same point — within view of the manager’s office.

---

1 When considering changes in access, be aware of Portland Fire & Rescue’s access requirements. Fire department access lanes require a minimum width of 20 feet and an unobstructed vertical clearance of 13.5 feet. The fire access lanes should be clearly identified with painted curbs and/or “No Parking-Fire Lane” signs.
If more control is needed, issue parking permits to tenants. Post signs forbidding cars without permits to use the lot (or to park in marked, “guest” parking spaces only). Towing companies that specialize in this type of business can provide signs, usually for a nominal setup fee. Depending on the availability of street parking for guests, either limit guest parking to specific spaces or, in smaller properties, let only residents use the onsite parking spaces. Be consistent in having violators towed. Remember, it is your parking lot, not a public one.

☑ Before building, design for a strong sense of community. Each of the other steps described in this section should be integrated into building plans to help design a safer rental unit from the start. In addition, for apartment complexes in particular, building plans should consider design elements that will help foster a sense of community. Recreational areas and other community facilities can help encourage neighbors to become acquainted. Building layouts should nurture more personalized, neighborhood environments over those that may reinforce feelings of isolation and separation from the community.

Keep it Looking Cared for

Housing that looks well cared for is not only more likely to attract good tenants, it will also discourage many who are involved in illegal activity. Changes that communicate “safe, quiet, and clean” may further protect the premises from those who want a place where chronic problem activity might be tolerated. While these approaches are useful in any type of rental, because of the day-to-day control that apartment owners have over the common areas of their property, the following approaches can make a particularly strong difference in multifamily complexes:

☑ Remove graffiti fast. Graffiti may be the random work of an individual “tagger” or the work of a gang member marking territory. Regardless, it serves as an invitation for more problems and it can demoralize and intimidate a neighborhood. If you believe graffiti may be gang-related, call police. Then, after taking a picture of it for potential use by law enforcement, remove it or paint it over. Remove it again if it reappears; do not let it become an eyesore. Fast removal is particularly important. Ideally, no matter how inconvenient for you to do so, remove it within an hour after it is found. Doing so stops the graffiti from continuing to advertise that the space is an available canvas, where graffiti is allowed by the property owner. Also, it is usually easier to remove cleanly if done before the paint, or marker ink, has had time to dry and cure fully. Thinners, solvents, and specially-made graffiti-removal products can remove hours-old, and even day-old, paint much more easily than paint that has had a week or more to cure.

☑ Repair vandalism. As with graffiti, an important part of discouraging vandalism is to repair the problem fast. Also, if you suspect that the vandalism was not a random act, but was directed against you or your tenants personally, additional approaches should be discussed with police and crime prevention experts to address the situation.

☑ Keep the exterior looking clean and fresh. Fresh paint, well-tended garden strips, and litter-free grounds help communicate that the property is maintained by someone who cares about what happens there.
PORTLAND’S PROPERTY MAINTENANCE CODE

Information every landlord should know from The Bureau of Development Services

Title 29 of Portland City Code defines minimum standards for maintenance of residential property, prohibits various nuisances and sets guidelines for dealing with dangerous and derelict buildings in the City of Portland. Health and safety protection and the preservation of housing are two main goals of Title 29. This chapter provides a brief overview. The complete text of the code may be read online at www.portlandonline.com; click on “Government” then on “City Charter, Code & Policy.”

“Housing Maintenance” Code versus “Building” Code

Before reviewing some elements of the maintenance code, it is worth clarifying the difference between maintenance code and building code in residential property. In essence, building code defines minimum standards for new construction including any construction done in the course of remodeling or renovating an older home. Because building codes change over time, many older homes do not meet current building code. For example the “knob and tube” wiring that was permitted in a house built in 1925 would not be permitted in new construction today.

In contrast, the maintenance code sets minimum standards for the ongoing maintenance of property, regardless of which building code was in effect at the time of construction. The two codes work together in this way: All residential property is required to meet, at minimum, the building code that was in place at the time of construction (or renovation) and comply with current property maintenance code standards. So, for example, an owner is not required to replace the knob and tube wiring in an older home, but is required to ensure that such wiring is appropriately maintained. However, some maintenance code issues require older properties to be updated from their original specifications — the most obvious example being that smoke alarms are now required in all residential homes, regardless of whether such devices were required, or even existed, when the home was built.

Portland’s “Top 25 Basic Requirements for Residential Property”

Listed below are 25 areas around the home or apartment where violations of the property maintenance code are most often found. If you find these or other code violations in your own rental units, fix them promptly. If you are aware that such problems exist at a neighboring
property and are concerned that they are not being addressed appropriately, call the City of Portland Neighborhood Inspections Office at (503) 823-7306 to report violations.

1. Smoke and Carbon Monoxide Detectors/Alarms. There are two parts to this requirement in Title 29:

- Smoke detectors or alarms must be operable and installed in all sleeping rooms, in the immediate vicinity of the sleeping rooms, and on each level of the house, including basements and attics with habitable space.

- In all dwelling units containing a carbon monoxide source or connected to a common area containing a carbon monoxide source (this would include a fireplace, heating or cooking sources that involve the combustion of oil, coal, gas, wood or similar materials, an attached garage, or some other type of carbon monoxide source), carbon monoxide detectors must be operable and installed either within each bedroom/sleeping area or within 15 feet outside of each bedroom/sleeping area.

2. Emergency Exits. Essentially, your tenants need to be able to escape if a fire blocks their way to the main outside doors of the dwelling. Therefore:

- Each apartment, or house, must have at least one approved emergency exit. This "secondary" exit could be used if, for example, fire is blocking the main entrance of the dwelling unit.

- Every bedroom must also have a "secondary emergency exit," a working window or door that opens directly to the outside that could be used to accomplish an emergency rescue or escape. These emergency exits must be large enough for an adult to be able to use and able to stay open long enough for the occupants to get out. Bars or special locks that would prevent an easy exit are not allowed.

- Windows and doors should never be blocked. Required exit doors and secondary exits must be accessible; so furniture, appliances or other items that could block access may not be placed in their way.

- All fire escapes, as well as all stairways, stair platforms, corridors, or passageways that may be a regular means of emergency exit must be kept clear and unobstructed.

3. Doors and Windows

- Broken, missing or poorly fitted doors and windows must be repaired to prevent weather entry.

- Window and door locks, striker plates, and jambs must work properly and be in good repair.

- Bedroom windows must open and be able to stay open for ventilation (or for emergency exit in the case of windows that can be used as secondary exits).\(^1\)

4. Walls and Ceilings. Plaster, wallboard, and paneling must not be missing or significantly damaged, nor should paint and wallpaper be peeling away from the wall.

5. Floors. All carpets, tiles, and floor linoleum and vinyl must be maintained so as not to be cracked, missing or damaged. These issues take on particular importance in bathrooms and kitchens where clean and sanitary conditions cannot be maintained with a floor that doesn’t allow for effective cleanup of wet spills.

---

\(^1\) Portland Fire & Rescue recommends reducing the possibility of fall hazards for small children by installing approved devices that can limit a window opening for routine use to 4 inches yet can be easily, and intuitively, removed in the event of the need to do so in an emergency.
6. **Stairs, Handrails, and Guardrails**
   - Steps must be kept in good repair, with no broken or damaged treads.
   - With rare exception stairs with more than three risers must have intact handrails even if buildings codes at the time of construction did not require it.
   - A “guardrail,” is required for all “raised floor surfaces” (e.g., balconies, decks, landings, and porches) that are 30 inches or higher from the floor or grade. The same applies for stairs with an open side that rise above 30 inches from the floor or grade.

7. **Basic Utilities.** All homes and apartments must have working water, electric, gas (if applicable), and sanitary services.

8. **Electrical**
   - The electrical service to a dwelling must be adequate to prevent “tripping” circuit breakers or the excessive use of extension cords.
   - Wiring must be located inside walls, boxes, or metal conduit.
   - Electrical fixtures must be securely fastened in place.
   - Most electrical work requires a permit and, by state law, must be done by a licensed electrician when the work is being done on a rental property.

9. **Plumbing.** Most plumbing work requires a permit and, by state law, must be done by a licensed plumber when the work is being done on a rental property that has three or more units. Water pipes, drain pipes and fixtures must be properly installed and kept leak free. Most plumbing work requires a permit.

10. **Heating Systems.** Furnaces or wall heaters must be in working order and capable of heating all living spaces in a house or apartment to at least 68 degrees. In cases where the landlord furnishes the heat, all units must be provided with sufficient heat to maintain at least this minimum temperature. Portable heaters may not be used to meet these requirements.

11. **Woodstoves.** Woodstoves must be installed so as to maintain approved distances from combustible walls, ceilings, floors, and household items. A permit is required to install all woodstoves and is only granted for woodstoves that are DEQ (Department of Environmental Quality) approved.

12. **Equipment and Appliances.** Fans, thermostats and major appliances should function properly. Hot water heaters must be equipped with a pressure relief valve and pressure relief drain tube, which must be installed with a permit.

13. **Conversion of Basements, Attics, and Garages.** Code requirements for living and sleeping areas are quite different from the minimum standards for unfinished attics, basements, and garages. Therefore, if you are planning to convert such a space to an apartment or sleeping room, as with any renovation or remodeling project, a building permit is required before work can begin. A brochure is available from the Bureau of Development Services to help you with these conversions.

14. **Foundations, Basements, and Crawlspace**
   - Settling, cracked, crumbling or excessively leaning foundation walls must be repaired or replaced.
   - Cracked or settled basement walls must be repaired or replaced.
   - The cause of any standing water in basements and crawl spaces must be eliminated.
☑ Insect or rodent infestations in basements and crawl spaces must be prevented or eliminated.

15. **Outside Porches and Steps.** Broken and deteriorated porch deck boards, steps and handrails, as well as broken outdoor concrete steps, must be repaired.

16. **Siding.** Siding must be maintained free of damage, missing, loose or rotten boards and peeling paint to prevent weather entry.

17. **Roofs.** Loose, missing, or excessively worn shingles must be replaced to prevent leaks. Sagging or damaged rafters must be repaired.

18. **Gutters and Downspouts.** Gutters, downspouts, rain drains, and other storm water "conveyance" systems need to be in maintained in working order and must safely and securely convey storm water to an approved disposal location in a manner that does not harm structures or property, impede access, or create public health problems.

19. **Chimneys.** Chimneys should be structurally sound with no cracks, deteriorated mortar, missing or broken brick. Chimneys must be maintained to prevent chimney fires and the back-up of noxious gases. (One way to ensure you are in compliance with this requirement is to follow Portland Fire & Rescue’s recommendation which is that chimneys should be routinely inspected and maintained by a qualified professional in order to prevent chimney fires and the backup of noxious gases.)

20. **Fences.** Damaged or broken fences that pose a danger to people or a neighbor’s property must be repaired or replaced.

21. **Walks and Driveways.** Cracks and damage in all walkways must be repaired to prevent trip hazards and pedestrian injury.

22. **Garbage Collection and Sanitation**

☑ Owners of rental property must subscribe to weekly composting and recycling and every-other-week garbage service for each rental unit. Owners must also provide their tenants with a garbage receptacle for each dwelling unit that is at least 20 gallons in size. Garbage receptacles and lids must be watertight, provided with handles and must be maintained so as to be free from holes and covered with tight-fitting lids at all times.

☑ Dwelling units must be kept reasonably free of dampness. All living units, both inside and out, must be free of piles of garbage or trash.

23. **“Accessory” Structures.** Garages, carports, sheds, decks, exterior stairs, walkways, driveways, or other exterior structures on the property must be structurally sound and well maintained.

24. **Display of Address Number.** All dwellings must have address numbers posted in a conspicuous place so they may be read from the street or public way and units at apartment houses must be clearly numbered, or lettered, in a logical and consistent manner. In addition, while Title 29 does not specify minimum dimensions, City of Portland Fire Regulations do: Address numbers must contrast with their background, be a minimum of four inches high, have a “stroke width” of at least a half inch, and use alphabet letters or Arabic (not Roman) numerals.¹

¹ See Oregon Fire Code, Chapter 5, Section 505.1. Available online. Search for “Oregon Fire Code.”
25. **Outdoor Areas.** In a separate section on “nuisances” at real property, Title 29 also defines a range of conditions that constitute a nuisance and must be abated. Examples of those include:

- Porches, decks, yards, driveways, and all other “outdoor areas” must be kept free of trash, debris, and junk, and other hazardous situations including holes, rat harborage, open cisterns, and other conditions that constitute a nuisance on the property. Also, the grass should be mowed regularly during the growing season.
- In general, items not intended for use outdoors may not be stored in outdoor areas.
- Disabled vehicles may not be stored on residential property for more than 7 days unless the vehicle is enclosed within a legally permitted building.

The property nuisance code (Portland City Code 29.20) also covers other “endangering conditions” such as damage to an on-site sewage disposal system or a private sewage line.

**When Permits Are Required**

Basic maintenance such as painting, unclogging a sink, and general yard maintenance may be performed without a permit. However, permits are required for more extensive maintenance tasks including such work as electrical and plumbing repairs or upgrades as well as any type of structural repair or installation. If you need a permit, contact the Bureau of Development Services. As examples, permits are required to do the types of work described below:

- **Electrical.** All electrical work, with the exception of changing fuses or cover-plates, must be performed under permit. By state law work in rental property requires the use of a licensed electrician.
- **Plumbing.** A permit is required for fixture replacement (such as water heaters, built-in dishwashers, and garbage disposals) and any addition or alteration of a plumbing system. A permit is not required for repair of faucets or for unclogging traps and drains. By state law work in rental property that has 3 or more units requires the use of a licensed plumber.
- **Construction.** In one and two family buildings, all structural work must be done under a permit, including replacing stairs or porches. A permit is also required for rebuilding chimneys, installing a new heating system, and enlarging a window. In one and two family buildings permits are not required for replacing windows or doors, installing interior drywall, building non-bearing interior walls, replacing exterior siding, installing a fence, or re-roofing (although the work must still be done to existing building code). The rules are different for buildings with three or more units and for commercial properties, where permits are required for most work.
- **Woodstoves.** If you are installing a woodstove, a permit is required.

The cost of a permit will depend on the scope of work involved. In the City of Portland, the permit fee is based on the estimated cost of the project you intend to undertake.
Enforcement Fines

Should your residential property fail to meet the housing maintenance standards of Title 29, you may be notified by the Bureau of Development Services and required to correct the violations. The key to avoiding payment of penalties associated with such violations is to correct the violations promptly. Here is how the penalties work for housing maintenance violations.¹

The City will charge a penalty in the form of a monthly enforcement fine for each property found in violation of the housing maintenance requirements of Title 29. The penalty is not assessed until 30 days after notification has been given about the violation. If, after 30 days (60 days for certain less serious violations), the property remains out of compliance with the initial notice of violation or any subsequent notice of violation, then the monthly enforcement fine is assessed.

The amount of the monthly enforcement fine for residential property is based on the number of units. In addition to the enforcement fines, you will also be assessed charges associated with the City Auditor’s cost of assessing a lien and administering the billing. All fines double in the third month from the initial notice of violation.

It will be important to correct the violations promptly and notify the Bureau of Development Services upon completion of the work. Once monthly enforcement fines begin, they do not stop until all violations listed in the first or any subsequent notice of violation have been corrected, inspected, and approved.

¹ Note that violations constituting a nuisance at the property (such as those listed under point 25 in the earlier section above) are dealt with through a separate process with potentially higher civil penalties charged to the owner.
APPLICANT SCREENING

“An ounce of prevention...”

COMPLAINTS WE HAVE HEARD:

“People say you should screen your tenants. You can’t. The applicants lie about their previous landlord; they give you a fake address and the phone number of their brother. You call up the brother, he plays along and you never discover they were evicted at the last two houses they rented.”

“I thought I was calling the previous landlord and it was the applicant’s parents, and the parents played along. It ended up in eviction some months later.”

“We can’t screen tenants worth anything. If you don’t do it right, you could be sued for discrimination. So you check to see if they have income and that’s it.”

ADVICE WE WERE GIVEN:

“I went to a meeting for landlords about these issues. I was surprised — most people in the room couldn’t understand why they were getting bad tenants. They just couldn’t see that there are ways to keep that from happening.”

“Many landlords are frightened of the fair housing laws. Some believe they can’t screen at all. If landlords establish a fair and legal screening procedure, and follow it equally for each applicant, they will have a very strong case against discrimination lawsuits.”

“When I call previous landlords to verify an applicant’s record, most are surprised to get a screening call from another landlord; apparently it happens too rarely.”

The Basics

Use a method that welcomes all responsible applicants while discouraging the few who intend to break the rules from applying. Have a backup system to help discover if a dishonest person has applied. Use a process that is legal, simple, and fair.

1. At every step reinforce the message that you are an active manager, committed to providing honest tenants with good housing and keeping dishonest tenants out.

2. Establish written screening criteria. Communicate those criteria to the applicant. Communicate your commitment to complete applicant screening.

1 Unless indicated, quotes are from landlords or property managers. Note that some “complaints” contain inaccurate or incomplete assumptions about legal rights or procedures.
3. Thoroughly screen each applicant. Most landlords don’t. At minimum: check photo I.D. and run a credit check, independently identify previous landlords, verify income.

4. Don’t cut corners. Don’t believe it won’t happen to you. Don’t trust without verifying, and don’t accept applicants just because your “gut” says they’re okay.

5. Apply your rules and procedure equally to every applicant.

6. Learn the warning signs of dishonest applicants.

Overview

There are two ways to screen out potentially troublesome tenants. The goal is to set up a screening process that will attract every good applicant while discouraging, or discovering, every problem applicant. The two basic elements to effective screening:

1. Encourage self-screening. Set up situations that discourage those who are dishonest from applying. Every person planning illegal activity who chooses not to apply is one more you don’t have to investigate.

2. Uncover past behavior. More often than not, if the tenant has a history of misbehavior at rental property, even a very basic background check can reveal poor references, substantial credit issues, or falsehoods recorded on the application.

The goal is to screen out applicants planning illegal behavior as early as possible. It will save you time, money, and all the entanglements of getting into a contract with people who may damage your property and harm the neighborhood.

For the following steps to be most effective, it is just as important that applicants actually read and understand the rules and process as it is that you implement the process in the first place. Implementing elements of the following suggestions may help protect you legally. Making sure that an applicant knows your commitment to the process may help prevent problems before they have a chance to grow.

Also, a word of caution: If you are looking for a one-step solution, you won’t find it here. There are no magic phone numbers or websites that will give you perfect information about applicants. Effective property management requires adopting an approach and attitude that will discourage problem behavior, while encouraging the stabilization, and then growth, of your good tenant base. What makes the following process so effective is not any one step, but the cumulative value of the approach.

Applicant Screening, Civil Rights, and Fair Housing

Landlords are sometimes confused over the degree to which they are allowed to turn down applicants. A few even believe that civil rights laws require them to accept virtually any applicant. This is not the case.

Civil rights laws are designed to protect the way applicants are screened and to make sure that all qualified applicants feel equally invited to apply. Federal Fair Housing guidelines prohibit discrimination based on race, color, religion, sex, disability, national origin, or familial status (the presence of children). The State of Oregon adds marital status, sexual orientation (including

---

1 See ORS Chapter 659A.
gender identity), and source of income, and some Oregon jurisdictions, including the cities of Ashland, Corvallis, Eugene, and Portland, add age (if 18 or older). There are other limiting criteria that are not technically part of the civil rights statutes but functionally apply in a similar manner. For example, a landlord may not use the fact of an applicant having been a victim of domestic violence, sexual assault, or stalking; having successfully defended an eviction in court; or having any eviction that is more than five years old, as reasons to deny the rental.

The purpose of these civil rights laws is to prevent discrimination on the basis of a person’s membership in a protected class. Nothing in the law forbids you from setting fair screening guidelines and applying them equally to all applicants.

Keep in mind that every person belongs to these various classes. Each of us can be defined in terms of our race, color, sex, national origin, marital status, etc. So any time you deny an applicant, you have, in a sense, denied someone who belongs to a protected class. The question is whether or not you treat applicants (or tenants) adversely because of the class to which they belong. If the criteria you set are blind to class issues (“facially neutral”), and you apply them consistently, you may turn down applicants who do not measure up.

The key lies in making sure your process is fair, that it neither directly nor indirectly discriminates on the basis of one of the classes listed above. (It is also prudent to avoid using criteria that are not reasonably related to important and necessary business purposes.) To comply, you should design a fair process and apply it consistently and equally to all applicants. Examples:

☑ You may have a rule that requires all applicants to show photo I.D., and you could turn down applicants who cannot produce a photo I.D. The practice becomes illegal when you apply the rule inconsistently, requiring I.D. from people of one class but not from those of another.

☑ You could give a document to all applicants that outlines rules of the unit and warns against selling drugs on the property. The practice becomes illegal when you hand it to applicants of one class but not of another. (Should you develop such a document, also make sure the language used does not discourage members of a protected class from applying.)

☑ You could refuse to rent to anyone who lies to you during the application process or provides false information on the application. This is both legal and highly appropriate.

☑ You could require all applicants who say they intend to park an automobile on your property to show current car registration, proof of insurance, and a valid driver’s license along with their completed rental application. You could deny tenancy to those who wish to have a car on the property without showing such documentation. Of course, if the person does not plan to keep a car, the requirement would be waived.

There is nothing illegal about setting fair criteria and holding all applicants to the same standards. By the consistent use of such guidelines you can retain full and appropriate control over who lives in your rental units and who does not.

Finally, as you study the letter of the law, keep its spirit in mind as well. The sooner we remove the types of discrimination that weaken our communities, the sooner we can build a stronger, more equitable society.

1 Age discrimination is generally considered illegal in any jurisdiction, since there is a correlation between age and familial status. Legally defined elderly housing communities have some exemptions.
Common Questions about Fair Housing

The following are a few of the more commonly asked questions in training sessions about fair housing laws. The answers provided here are intended to be general and nonspecific. For comprehensive information, as well as access to legal advice about specific situations, see the references listed in the Appendix of this manual that describe additional local, state, and national resources on fair housing laws.

Q: With Familial Status (the presence of children, essentially) as a protected class, may a landlord limit the number of people who live in a rental unit?

A: A landlord may place some limitations, but may not set restrictions that would turn away families who could otherwise reasonably live in the rental unit. For example, a rule that limits the number of people in a two-bedroom rental to just two or three people would not be allowed because two parents and two children (or one parent and three children), who could otherwise make reasonable use of the unit, would be turned away. The point of familial status as a protected class is to remove barriers that make it difficult for families with children to find housing and such a rule would not, therefore, be allowed.

However, there is also recognition of a need for an upper limit above which the number of people living in a unit would exceed what the rental unit is reasonably designed for. For standard rental units without extra habitable rooms (such as a den, office, or family room) you may be able to set a rule as limiting as the product of two times the number of bedrooms — so four people in a two bedroom unit, for example. However there are reasonableness issues and square footage arguments that can call this limit into question, which results in many landlords using a “2+1” rule — that is two times the number of bedrooms plus one more, so five people in a two bedroom unit or seven in a three bedroom unit as an upper limit. While using a “2+1” rule is generally considered a safe guideline to follow, it is not a guarantee that it will be legally sufficient in all cases. In most jurisdictions you may set higher limits if you want to, but not limits that go below the guidelines described here.

A common follow-up question on this topic has to do with whether a landlord may set a different limit when parents have opposite sex children, essentially to prevent children of the opposite sex from sharing a bedroom. The confusion often arises because some HUD programs do consider the sex of the children when determining benefits (for example, in the Housing Choice Voucher Program a mother of a boy and girl may receive more housing assistance than would a mother of two girls or two boys), yet it is nevertheless a fair housing violation for a landlord to discriminate based on sex, period. So don’t do it. Just count people and implement your rule consistently based on that number. Let parents make all decisions about who will use which habitable sleeping areas in the home.

Q: Regarding Disability as a protected class, are landlords required to install wheelchair ramps, grab bars or make other changes to a rental home if the tenant needs them to accommodate his or her disability?

A: In most cases the landlord would not be required to do the work directly, but would be required to allow the tenant to make such physical modifications as necessary to accommodate the tenant’s disability. This does not mean, however, that the tenant is free to do anything he or she might wish. The standard is reasonable modifications not any modification. Generally, the tenant

---

1 The issue is discussed in something called the “Keating Memo” — a 1991 internal HUD memorandum by General Counsel Frank Keating that was adopted as HUD policy in 1998. Essentially it endorses a two-person-per-bedroom policy as generally reasonable, but not necessarily reasonable in all cases, citing potential arguments based on design and size of rooms, state and local ordinance dealing with occupancy, and other issues.
specifies the changes needed (e.g., build a ramp, widen specific doors, and install grab bars in a
bathroom to assist with one or more life activities otherwise limited by the tenant’s disability) and
the landlord allows the tenant to have such changes made provided the tenant pays for the work,
secures permits where required by law, and ensures that the work is accomplished in a
“workman-like” manner. Except for the case of modifications that do not meaningfully diminish the
value of the house (widened doors or extra support added inside a wall are common examples),
the landlord may require that the tenant return the home to original condition, less normal wear
and tear, prior to leaving.

There are exceptions to the general description above. If the housing is federally subsidized, then
the owner would be responsible for the cost as would owners of property built after disability
requirements for construction were put in place in cases where the building was out of compliance
at the time it was built (as would be the case for any other violation of applicable building code).1
Of course, if a landlord prefers to make the necessary modifications to accommodate the tenant’s
disability, instead of having the tenant do it, that is allowed as well.

Q: I have a “no pets” rule. Do I have to accept a tenant’s service, assistance, or
companion animal who asks for a reasonable accommodation?

A: Essentially, yes you do. However, before doing so, you have a right to verify (assuming it isn’t
obvious) that the animal is necessary to help with at least some portion of the person’s disability.
Generally, this is done by having the applicant or tenant who is requesting the exception to your
rule (known as a request for a “reasonable accommodation”), provide signed verification from a
qualified individual who is in a position to know of the need for accommodation (for example, a
doctor, physician’s assistant, psychologist, social worker, case manager, social service
professional, or other qualified individual who is in a position to know about the individual’s
disability). The qualified individual would be asked to verify that the tenant has a disability and
that the animal in question provides assistance that reduces the effect of a physical or mental
impairment that otherwise would substantially limit one or more major life activities. Examples of
such forms are available from suppliers of landlord-tenant legal forms. Note that the same basic
process may be followed for other reasonable accommodation requests (that is, any request that
a rule be modified in order to accommodate a disability).

Q: Oregon law forbids Source of Income discrimination in housing — is the Section 8
Housing Choice Voucher Program considered a source of income?

A: Source of income is a protected class across the state of Oregon and, effective July 1, 2014,
the definition of “source of income” will include participation in the Section 8 Housing Choice
Voucher program. In general, you may set tenant screening criteria based on the amount and
stability of income and you may verify the source, amount, and stability. What you may not do is
deny applicants who otherwise meet your screening criteria on the basis of their being, for
example, recipients of public assistance income or alimony. (You may, of course, turn down an
applicant whose income source is illegal.)

Also, as of July 2014,2 applicants with Housing Choice Vouchers must also be treated the same
way as any other applicant with a legal source of income. This change means that, if an
applicant with a Housing Choice Voucher meets your legally-appropriate criteria for such
standard screening issues as rental history, credit criteria, criminal history, and complete and
truthful application information, you would accept the applicant as a tenant, just as you would
any other applicant. Conversely, when applicants do not meet your criteria (regardless of their

1 For more information on this and related Fair Housing issues, visit fairhousingfirst.org or visit the Fair Housing
Council of Oregon’s web site at fhco.org.

2 House Bill 2639 from the 2013 regular session of the Oregon Legislature adds participation in the Section 8
Housing Choice Voucher program to the definition of protected income sources. The law takes effect July 1, 2014.
source of income), you would be permitted to deny them, but the law forbids landlords in Oregon from advertising, acting on, or otherwise implementing a “no Section 8” policy as has been the practice of some in the past. In addition, the same law instructs public housing authorities to allow an initial lease length that matches the length that is standard and customary for the dwelling units involved, rather than necessarily defaulting to one year. The bill also establishes a Landlord Guarantee Fund (for damages above $500 up to $5,000) to aid landlords in cases of significant tenant damage or failure to pay rent.

Written Tenant Criteria: What to Post

Since the first edition of this manual was published in 1989, we have provided the same advice that many attorneys and legislative authorities have long recommended: That it is valuable to develop written rental criteria and post a copy of those criteria in your rental office. If you do not have a rental office that all applicants visit, it makes sense to give a copy of the criteria to every applicant. However, for landlords who use an applicant screening charge, this is not just good advice — it is the law. ORS Chapter 90 requires that, before you may accept a screening charge, you must provide the applicant with a copy of your written screening criteria along with other specified information (see ORS 90.295). Also, for those who require an applicant screening charge, note that “posting” the criteria in your office isn’t good enough. You must now give each applicant written notice of your criteria.

The following is intended as a general example of written criteria a manager might use. The intent is to encourage every honest tenant to apply, while providing those who plan to break rules or otherwise use the property illegally with a clear incentive to pursue housing elsewhere.

By itself, this information will not prevent every person involved in illegal activity from applying. Many will expect landlords to be either too naïve, or too interested in collecting rent, to implement effective screening. The important thing is to follow through in word and action. Continue reinforcing the point that you enjoy helping responsible tenants find good housing by carefully screening all applicants, and then actually screen them.

While we have attempted to ensure that the following section adheres to the goals of Fair Housing, this is not intended to replace your responsibility to understand the law and follow it. Applying Fair Housing practices involves much more than the language used in the applicant screening process. If you are unfamiliar with your Fair Housing responsibilities, seek additional information from your local rental housing association, from an attorney who specializes in the subject, or from the Fair Housing Council of Oregon at 800-424-3247 or www.fhco.org.

Also, the following is only an example intended to show various types of rules that might be set. You should adjust the criteria as appropriate for your own needs. Whatever criteria you set, have them reviewed by an attorney familiar with current landlord-tenant issues before you post them.

Application Process

Here it is important to set the tone for your applicants, making sure that good applicants want to apply and that bad applicants may begin to think twice. Here’s one approach:

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal activity. To that end, we have a thorough screening process.

Note that owners of manufactured dwelling parks and floating home facilities are required to describe their screening criteria in their rental agreements. See ORS 90.510.
If you meet the application criteria and are accepted, you will have the peace of mind of knowing that other renters in this area [apartment community] are being screened with equal care, and that the risk of illegal activity occurring in the area is reduced.

Please review our list of criteria. If you feel you meet the criteria, please apply.

Please note that we provide equal housing opportunity: We do not discriminate on the basis of race, color, religion, sex, disability, national origin, familial status, marital status, source of income, age, or sexual orientation.

Applicant Screening Criteria

A complete application from every adult. One for each adult (18 years of age or older). If a line isn’t filled in (or the omission explained satisfactorily), we will return it to you.

This requirement helps make sure that every application has enough information for you to make an informed decision. One of the simpler methods for hiding one’s financial history is to “forget” to fill in one’s social security number or date of birth on the application. Without a name, social security number, and date of birth, credit checks cannot be run. To the person contemplating illegal activity, this requirement will communicate a very basic message: that you will actually screen your applicants. That message alone will turn away some. The core purpose of this requirement is making sure you get complete information. For example, make sure you get full names, including middle names. It is hard to run a credit check without an accurate name.

This rule also allows you to receive an application from each roommate and not just the one with the better rental history. People involved in illegal activity may have friends and roommates who still have clean credit or a positive rental history. The obvious approach for such people is to have the person with the better rental history apply and then follow that person into the unit. You have a right to know who is planning to live in the unit, so require an application and verify the information for each adult.

Rental history verifiable from unbiased sources. If you are related to one of the previous landlords listed, or your rental history does not include at least two previous landlords, we will require a qualified co-signer on your rental agreement (qualified co-signers must meet all applicant screening criteria).

It is your responsibility to provide us with the information necessary to allow us to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.

If you owned, rather than rented, your previous home, you will need to furnish mortgage company references and proof of title ownership or transfer.

Variations of this rule have been used by many landlords to address the issue of renting to those who do not have a rental history or those who say “I last rented from my mother (or father, aunt, or uncle).” This makes it harder for a dishonest applicant to avoid the consequences of past illegal behavior. While loyal relatives may say a relation is reliable, they might be reluctant to co-sign if they know that isn’t true.

If requiring a co-signer seems unwieldy for your type of rentals, you may want to offer a different option: Require additional prepaid rent or security deposit from people who don’t have a verifiable rental history.

---

1 See the discussion of civil rights and fair housing earlier in this chapter for more information about this list of protected classes.
**Sufficient and verified income/resources.** If the combination of your monthly personal debt, utility costs, and rent payments will exceed X % of your monthly income, before taxes, we will require a qualified co-signer on your rental agreement. If the combination exceeds X+Y % of your monthly income, your application will be denied.

We must be able to verify independently the amount and stability of your income (e.g., through pay stubs, employer/source contact, or tax records. If self-employed: business license, tax records, bank records, or a list of client references.)

You can, and should, verify self-employment. Those involved in illegal activity may describe themselves as self-employed on the assumption that you will have to take their word as verification. Some will be unprepared to supply tax returns, a copy of a business license, or other verification.

**Two pieces of I.D. must be shown.** We require a photo I.D. (a driver’s license or other government-issued photo identification card) and a second piece of I.D. as well. Present with completed application.

This is a simple and effective rule. Note that the second piece of I.D. could be a social security card or could be something less “official,” such as a credit card. People who carry fake I.D. often don’t carry two pieces of fake I.D. with the same name on it.

**False information is grounds for denial.** You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.

If your applicants are not honest with you, you may turn them down. It’s that simple.

**A history of criminal behavior may result in denial of your application.** You will be denied rental if in the last X years you have been engaged in, or convicted of, drug-related crimes, person crimes, sex offenses, financial fraud, or any other type of crime that would adversely affect the property of the landlord or a tenant or adversely affect the health, safety or right to peaceful enjoyment of the premises of the residents, the landlord or the landlord’s agent.

This criterion is more controversial than it may seem, which is one of the reasons the 2013 regular session of the Oregon Legislature introduced some legal limits on the types of convictions that a landlord may consider as a basis for adverse action (essentially limiting convictions to those types of crimes described above). Also, should you wish to deny a person for criminal behavior for which there has not been a conviction, as of January 2014, ORS Chapter 90 will forbid relying on the fact of an arrest to do so, with some exceptions for pending charges that have not been dismissed. Instead, other independent information or documentation, such as the word of a past landlord or other person familiar with the relevant behavior would be required in order to deny based on behavior that had not resulted in a conviction or pending charges. Also, don’t use a criminal background screening requirement as a crutch — many who engage in criminal activity haven’t yet been convicted of a crime. In addition, few who plan to use a rental for illegal activity, whether or not they have a criminal record, will have a verifiable, acceptable rental history. So, if you use this requirement, be sure you continue to perform other recommended screening steps conscientiously. For information on how to run a criminal background check, see page 25.

**Poor credit record (overdue accounts) may result in denial of your application.** Occasional credit records showing payments within ___ to ___ days past due will be acceptable, provided you can justify the circumstances. Records showing payments past ___ days are not acceptable.
If you are renting property, you are effectively making a loan of the use of your property to your tenant. Banks check credit before lending money, and you should do so as well before “lending” the use of your property.

When setting credit criteria, you may also want to include exceptions for specific types of bills. For example, you might wish to allow exceptions for unpaid medical bills, while setting stricter standards for other expenses. However, regardless of what other exceptions you define, remember that it is a very poor idea to accept tenants who have a history of not paying the rent — if they didn’t pay the last landlord, they may not pay you either. It is also a poor idea to accept tenants who have a history of not paying for other housing-related services, such as heat or electricity, that are required to ensure a rental unit is habitable.

**Certain court judgments may result in denial of an applicant.** If you have had unpaid collections in the last $X$ years, an FED judgment against you (a court-ordered eviction) that occurred less than 5 years ago,$^1$ or any judgment against you for financial delinquency, your application may be denied. This restriction may be waived if there is no more than one instance, the circumstances can be justified, and you provide a qualified co-signer on your rental agreement.

Although, in most cases, you may turn down applicants who have been through a recent court-ordered eviction or have other unpaid financial judgments against them, we recommend maintaining some flexibility here. In the example above, if the person has a single instance and can provide a qualified co-signer, the person is given another chance. It seems inherently more fair to give people who have made a single mistake the chance to improve. Also, note that it is illegal for an Oregon landlord to discriminate against an applicant on the basis of that applicant having successfully defended a court-ordered eviction. Essentially, if the judgment was in the tenant’s favor, don’t use the fact of that court proceeding as a basis to deny the applicant.

**Poor references from previous landlords may result in denial of your application.** You will be denied rental if previous landlords report significant levels of noncompliance activity, including but not limited to:

- Repeated disturbance of the neighbors’ peace.
- Gambling, prostitution, drug dealing, or drug manufacturing.
- Allowing persons not on the rental agreement to reside on the premises.
- Damage to the property beyond normal wear for which timely reimbursement by the tenant was not provided.
- Violence or threats against landlords, other tenants, or neighbors.
- Disabling a smoke alarm or carbon monoxide detector.
- Smoking inside a rental home governed by a no-indoor-smoking rule.
- Failure to give proper notice when vacating the property.

Also, you will be denied rental if previous landlords would be disinclined to rent to you again for other reasons pertaining to the behavior of yourself, your pets, or others allowed on the property during your tenancy.

---

$^1$ As of January 1, 2014, landlords in Oregon may not deny applicants based on past evictions if the judgment occurred five or more years prior to submission of the rental application.
Even when applying these basic past rental behavior criteria, flexibility in a few specific areas is important. For example, if the applicant was a victim of domestic violence at the last rental and the noncompliance activity is limited to issues associated with the perpetrator’s acts of domestic violence, a landlord may not use that information to take adverse action against the victim.

**There is a $X application screening charge.** If you are offered the unit and accept it, we will keep the payment. If you are offered the unit and refuse it, or if you withdraw your application after we have incurred screening expenses, we will not return your payment. In all other cases, the payment will be returned to you. Before accepting payment, we will provide you with all notices that ORS Chapter 90 requires be provided in advance of accepting your payment. You will be provided with a receipt for the charge you pay. Also, should we deny your application, we will provide a written statement of the reason for the denial and we will refund your applicant screening charge.

This is just one example. Be very careful when setting criteria for collection of payments with applications. The practice of charging an “applicant screening charge” is closely regulated by the Oregon Residential Landlord and Tenant Act. For example, the law defines specific limits for the amount that can be charged and sets specific types of disclosure requirements. See About Applicant Screening Charges on page 21 for more discussion on this topic.

**We will accept the first qualified applicant(s).**

In the interests of ensuring that you meet the requirements of Fair Housing law, this is the best policy to set. Take applications for tenancy in the order received, noting the date and time on each application (or, as is often the case, on each set of applications for one tenancy when more than one adult applies to share the same tenancy). Start with the first application(s). If the applicant(s) meets your requirements, go no further and offer the unit to the first applicant(s). This is a fair approach, and it helps make sure that you do not introduce inappropriate reasons for discriminating when choosing between two different, qualified sets of applicants.

**We will require up to X business days to process an application.**

Many landlords specify five business days or seven consecutive days. Generally, it is a good idea to allow yourself at least a week, although you may often complete the process more quickly.\(^1\)

**Rental Agreement**

Some landlords post a copy of the rental agreement next to their screening requirements. Others offer a copy to all who wish to review it. The key is to make sure that each applicant is aware of the importance you place on the rental agreement. In addition, you may want to set a procedure to ensure that every applicant is aware of key elements of the agreement that limit a tenant’s ability to allow others to move onto the property without the landlord’s permission. One approach:

*If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit and apartment community. A complete copy of our rental agreement is available for anyone who would like to review it.*

*Please read the rental agreement carefully, as we take each part of the agreement seriously. For example, along with many other requirements, the rental agreement:*

\(^1\) Owners of manufactured dwelling parks and floating home facilities should see ORS 90.680(6)(a) for a description of the time limit on applications from people purchasing the home who wish to keep the home on the landlord’s property.
✓ Allows only those people listed on the rental agreement to live at the property (you’ll need our written permission to move someone else in);

✓ Does not permit subleasing;

✓ Does not allow disturbing the neighbors;

✓ Forbids (or allows) smoking inside the dwelling unit;¹ and

✓ Forbids illegal activity on the property including drug use, sale, growth, or manufacture.

The agreement has been written to help us prevent irresponsible and illegal activity from disturbing the peace of our rental units and make sure that our tenants are given the best housing we can provide.

Other Forms and Procedures

You may want to post other information, as applicable, about waiting list policies, security deposits, prepaid rent, pet deposits, check in/check out forms, and other issues relating to rental of the unit.

Regarding “Borderline” Applicants

The preceding criteria include a number of examples where exceptions are made in borderline cases, if the applicant can provide a co-signer. Alternately, some flexibility can also be introduced by setting rules that require borderline applicants to provide larger deposits or more prepaid rent where allowed. Introducing this type of “decision rule” — which, like all other rules, must be applied consistently — gives you the flexibility to help make sure that you do not turn down otherwise good applicants who have, for example, a single, justifiable problem on their credit report. Use of such “borderline” alternatives can result in a more fair process for your applicants as well. As with all aspects of managing rental housing, apply your written policies for “borderline” applicants consistently regardless of the protected class of the applicant.

About Applicant Screening Charges

Some landlords require an applicant screening charge to defray the cost of screening. While policies vary, most state that if the applicant is screened and accepted, but chooses not to rent the unit, the fee will not be refunded. Requiring an applicant screening charge is not for everyone, but for those who wish to use such approaches, these are the benefits:

✓ Saving time. You are less likely to spend time screening someone who then decides not to rent from you. By requiring the charge, you encourage applicants to make sure they truly desire the unit before spending time checking references. Also, with a financial commitment involved, an applicant may take extra time to make sure every line is filled in completely and accurately, making your verification process that much easier. Your best investment of the time you save? Spend it screening each applicant more thoroughly.

✓ Promoting self-screening. Taking the time to screen applicants cost money. People who are planning to harm the property or engage in illegal acts may recognize your up-front charge as further indication of your commitment to screen carefully. Such a policy can also

¹ See discussion on page 43 regarding smoking rule disclosure requirements in Oregon rental agreements.
discourage people who plan on filling out multiple applications, waiting to start illegal activity with whichever landlord accepts them first.

While there are preventive benefits to requiring an applicant screening charge, the procedures outlined in Oregon law for collecting such a payment must be followed by landlords who elect to use this screening tool. For example, the amount that can be charged is limited. Further, it is not legal to accept a screening charge without first providing the applicant a written notice of the amount of the charge, the landlord’s screening criteria, a description of the types of checks that are involved in the landlord’s background checking process, information about the applicant’s right to dispute the accuracy of information provided by a screening company or credit agency, and notice of the amounts of rent and any deposits the landlord expects to require in order to begin a rental agreement. The 2005 legislative session also added requirements about providing denied applicants who paid the charge a written statement of the reason for the denial — sample language for such a document is provided directly in the statute (for more on this topic, also see page 27 of this manual). These are just some of the disclosure requirements that apply.

Landlords who are not familiar with the regulations should review the disclosure requirements defined in ORS Chapter 90.295 and 90.304 (online at www.oregonlegislature.gov/bills_laws) and should consider working with an experienced attorney or a competent screening company that is able to provide materials to assist in meeting the requirements.

While there are instances when the law allows you to keep screening charges from applicants whom you deny, consider setting a policy that ensures the return of fees to all honest applicants who were not given the opportunity to rent the unit, even if you incurred screening costs on those applicants. If applicants are required to pay a charge even when they are not offered the chance to rent, the cost of finding housing can become prohibitive for some tenants and lead to further regulation of rental practices.

For more information about applicant screening charge policies, as well as guidance on appropriate forms to use, contact a local property management association or an experienced landlord-tenant attorney (see Appendix). For those who are running multifamily units, you may also wish to consult those same sources about a related issue — how to implement a fair waiting list policy for qualified applicants who are willing to wait for an available unit.

Application Information: What to Include

The best approach is to avoid reinvention of the wheel — contact a local rental housing association for copies of appropriate forms (see Appendix).

1. The following questions, and others, will be on many standard forms. Also, remember to look at the application and make sure it is filled in completely before you accept it. It doesn’t help to ask a question if the applicant doesn’t answer it.
   - Full name, including middle and any previous names, aliases or nicknames used.
   - Birth date.
   - Driver’s license number and state.
   - Social security number (you’ll need it for the credit check).
   - Names, dates of birth, and relation of all people who are going to occupy the premises.
   - Name, address, and phone number of past two landlords (or more, if necessary to meet your rental history requirements).
✓ Income/employment history for the past year. Income/salary, contact/supervisor’s name, phone number, address. (If self-employed, ask for copy of business license, tax returns, bank records, or client references.)

✓ Additional income — it is only necessary to list income that the applicant wants included for qualification.

✓ Bank references.

✓ As appropriate: Name and phone of nearest relative to call in case of emergency; information about pets and deposit rules; other information required for application.

2. The following questions are not typically on standard forms, but may be added.

✓ “During the last [X] years have you or any person named on this application engaged in, or been convicted of, dealing or manufacturing illegal drugs?” (You could also ask about other types of crime including person crimes, sex offenses, financial fraud, or any other type of crime that would adversely affect the property of the landlord or a tenant or adversely affect the health, safety or right to peaceful enjoyment of the premises of the residents, the landlord or the landlord’s agent.)

✓ During the last [X] years have you or any person named on this application…
  ● Allowed unauthorized occupants (persons whose occupancy is not permitted by a rental agreement) to move into rental property with you?
  ● Kept an unauthorized pet at rental property?
  ● Disabled a smoke alarm?
  ● Smoked indoors at rental property where indoor smoking was not permitted?

Of course, if they do have a history of criminal or other lease violating behavior, they may not tell the truth about it. However, if you discover they have lied, you have appropriate grounds for denying the application or, with the right provision in your lease, terminating the tenancy. Also, it is one more warning to dishonest tenants that you are serious in your resolve.

How to Verify Information

For some landlords, it is a surprise to receive calls from other landlords inquiring about the quality of a past tenant. Apparently it doesn’t happen often enough. As one landlord put it, “you can spend $100 in time and money up front or be stuck with thousands later.” As another put it, “99% of these problems can be avoided through effective screening. There is no better investment you can make.”

As you review the following list, keep in mind that you will not have to do every step for each applicant, but the basics, written in bold letters, should be done every time. If you implement no other recommendations in this manual, implement these:

1. **Compare the I.D. to the information given.** Make sure the photo I.D. matches the applicant and the information matches that given on the application form. If the picture, address, and numbers don’t match the application information, find out why; you may have cause to turn

1 Even without a lease provision to allow this, ORS 90.396 allows for terminating a lease very quickly if you discover, within the first year of renting to a person, that the application contained significant falsehoods regarding a criminal background.
down the application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you don’t have to rent to the applicant.

2. **Have a credit report run and analyzed.** A credit report will provide independent verification of much of the application material. You can find out about past addresses, court-ordered evictions, credit worthiness, past due bills, and other information. The reports are not foolproof, but they provide a good start. Here are your options:

   - **Join a credit bureau directly.** If you are managing a number of units and are likely to be screening multiple applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. While this is an option, note that many very large management companies go through associations or contract with applicant screening firms to gain the benefit of their outside expertise.

   - **Have a third party pull the report and offer interpretation.** If you are not screening a sufficient volume of applicants, or would like assistance interpreting the reports, contact an applicant screening company, a local rental housing association, or a property management company. Services vary and you should shop for the organization that best meets your needs — in effect, screen your screening company. Some screening companies provide very basic services, while others will handle the entire background-checking process (including credit, criminal, employment, and landlord reference checking) based on the criteria you set and the applicant information you provide.

   It is important to set up your relationship with your screening company before you begin accepting rental applications. For example, it is likely that the screening company will require specific information from the applicant, along with signature releases, before they can help. Also, unless you meet the screening organization’s rules for data security at your location, it may be the case that the screening company will not share the credit report with you directly, but instead review it and then advise you as to whether the information on the credit report is consistent with the minimum criteria you have specified.

3. **Independently identify previous landlords.** The most important calls you make are to the previous landlords. The best indicator of a tenant’s future behavior is a reliable picture of past behavior. To begin, verify that the applicant has given you accurate information.

   - **Verify the past address through the credit check.** If the addresses on the credit report and the application don’t match, find out why. If they do match, you have verification that the tenant actually lived there.

   - **Verify ownership of the property through the tax rolls.** A call to the county tax assessor (or, in Portland, a visit to Portlandmaps.com) will give you the name and address of the owner of the property that the applicant previously rented. If the name matches the one provided by the applicant, you have the actual landlord. Note that, in some jurisdictions, this same information can be found online through tax assessment data bases (similar to the Portlandmaps.com site).

   If the name on the application doesn’t match with tax rolls, it could still be legitimate. Sometimes tax rolls are not up to date, property has changed hands, the owner is buying the property on a contract, or a management company has been hired to handle landlord responsibilities. But most of these possibilities can be verified. If nothing else, a landlord who is not listed as an owner on the tax rolls should be familiar with the name of person who is on the tax rolls — so ask when you call.

4. **If possible, cross check the ex-landlords’ phone numbers through an online search or phone book.** This will uncover the possibility of an applicant giving the right name, but a
different phone number (i.e., of a friend who will pretend to be the ex-landlord and vouch for the applicant). If the owner’s number is unlisted, you will have difficulty verifying the accuracy of the number provided on the application.

Now you have verified the landlord’s name, address, and perhaps phone number as well. If the applicant gave you information on the application form that was intentionally false, you may deny the application on that basis alone. If the information matches, call the previous landlords.

Remember, if the applicant is currently renting somewhere else, the present landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the landlord before that — the one who is no longer involved with the tenant. Be sure you locate and talk to a past landlord with no current interest in the applicant.

5. Have a prepared list of questions that you ask each previous landlord. Applicant verification forms, available through rental housing associations, give a good indication of basic questions to ask. You may wish to add other questions that pertain to your screening criteria. In particular, many landlords we spoke with use this question: “If given the opportunity, would you rent to this person again?”

Also, if you suspect the person is not the actual landlord, ask about various facts listed on the application that a landlord should know such as the address or unit number previously rented, the zip code of the property, and the amount of rent paid. If the person is unsure, discourage requests to call you back. Offer to stay on the line while the information is looked up.

6. Get co-signers if necessary. If the applicant meets one of your defined “borderline” criteria, such as having rented from a relative previously, and you have established the appropriate rule, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. To ensure the legal strength of the co-signing agreement, you may wish to have your attorney draw up the document or purchase a co-signer agreement from a property management association or a publisher of legal forms tailored to Oregon law.

7. Verify income sources. Call employers and other contacts using phone numbers verified from an online search or directory. If an applicant is self-employed, get copies of bank statements, tax returns, or a list of client references. Don’t cut corners here: Drug distributors (those who sell to dealers) may appear successful, but be unwilling to verify their income with tax returns, bank statements, or references from established clients.

8. Consider checking for criminal convictions. There are various ways to obtain criminal background information. Regardless of the one you use, resist the urge to rely too heavily on this screening technique — not everyone who commits crimes has been convicted of one. To obtain criminal background information, here are your options:

✓ Statewide information. Your best approach is to request a state-wide criminal background check from the same organization you use for running credit checks. Most screening companies in Oregon are now online with the Oregon Judicial Information Network (a search for the name should result in the latest link to the site) which provides a database of statewide criminal conviction information. You could sign up for direct online access, but unless you are running many checks, it will cost less to pay the organization that runs your credit checks an additional few dollars for the criminal conviction information. (There is an alternate process for collecting this information through the Oregon State Police, Bureau of Criminal Identification, but it takes longer,
requires separate written correspondence, and costs more than screening and credit check organizations typically charge. So the online approach is recommended.) Using this process you will get statewide conviction information covering every county in the state.

If your applicant is from out of state, you will need to access information from that state, or from the specific county within the state. The availability, and ease, of gaining this information varies significantly by state. The screening organization that you use should have additional information about the state you are interested in.

✓ **Countywide information.** You can also get information on criminal background by doing a search of court records (or locating an applicant screening firm that will do the county court records search for you). The information gained will be limited to court activity within the specific county where the search is conducted. Some counties provide basic criminal background information over the phone or list such information online, while others do not. For some out-of-state searches, a local court record search is the only option, because some states do not permit access to statewide records or do not have a sufficiently rapid process for doing so in place. Some screening companies will provide this type of county-by-county search for a fee.

However, note this caution: when you conduct such a check, you may receive conviction and arrest information. Remember that, effective January 2014, Oregon landlords will be prohibited from using the fact of an arrest alone, with limited exceptions for pending charges, to deny an applicant. So your safest approach may be to avoid collecting information on arrests in the first place.

✓ **Citywide information.** Many Oregon law enforcement agencies will allow a person to buy a printout of his or her own record as maintained by the law enforcement agency. However, city police are generally not permitted to provide that data to anyone other than the person to whom it pertains. So applicants must get this information themselves and bring it to you.

Some landlords require all applicants to provide a copy of their police contact record along with their rental application. However, the use of such an unconventional requirement may discourage some responsible applicants, as well as some bad applicants, from applying. Also, note that data from a local police record check may go well beyond convictions and include arrests, complaints filed, and many other types of police contact — not just as a suspect, but also as a victim, complainant, or witness. Again, be careful of using law enforcement information other than allowable convictions to determine if an applicant is fit to be a tenant. Other types of information such as arrest records (with exceptions for pending charges) or information associated with an applicant having been a victim of domestic violence, sexual assault, or stalking may not be used as a basis for screening applicants in Oregon.

✓ **Regarding Internet access to criminal background records.** Most criminal conviction information is not available to the public through regular, open-access Internet channels. However some of it is, and the amount that is available is increasing. Nationally, some county courts place searchable criminal conviction information on their websites, but the practices is not yet universal. Options for the Oregon landlord include:

- **Check the web for Oregon court records.** While most Oregon jurisdictions weren’t known to be providing conviction records at the time this manual was prepared (other than through the OJIN process described above) the amount of information available through the Internet from the court systems across the nation is increasing and a
search of the relevant county court system web pages may provide helpful information.

- **Access tenant screening assistance over the Internet.** Another option is to browse for the various tenant screening companies that market their services in Oregon. Some offer their services through the Internet and can conduct various background checks of applicants for a fee. The best advice for finding such services is old fashioned: Don’t necessarily pick the service with the biggest ad or the lowest price. Pick a service with good references and a solid reputation among fellow landlords.

- **Access public data services over the Web.** There are pay-for-service websites that advertise the ability to provide broad amounts of public-record data on criminal background from many, but not all, states. In theory, they have done the work to identify and log on to the criminal conviction information available from as many states as currently provide such information electronically. This is not the same as a full “national” criminal background check, but it has the potential of covering more bases than a local check. While these sources may prove useful to landlords, the reliability of the information they provide has not been verified. As such, the usual Internet cautions certainly apply — verify the legitimacy of such services before trusting them for screening.

9. **Verify all other information per your screening criteria.** Remember, before you call employers, banks, or other numbers listed on the application, verify the numbers through a local phone book or an online directory search.

### The Importance of Screening Employees

Many rental property owners hire employees to assist with tenant screening, routine maintenance, and other tasks. It is critical that resident managers and other “agents” of the landlord be screened, if anything, more thoroughly than applicants for tenancy. In general, when an employee breaks the law while on duty, both the employee and the employer can be held responsible by the harmed party. When the employee violates an element of rental housing law, the liability you will hold for employee misbehavior should be reason enough for extra screening efforts.

One screening tool you should consider for job applicants is a criminal conviction check, even if you don’t check criminal backgrounds on prospective renters. Once property managers are hired, make certain they are trained in effective applicant screening, along with the warning signs of dishonest applicants. Also, be sure they understand, and follow, the requirements of fair housing laws.

### How to Turn Down an Applicant

In general, if you establish fair rental criteria and you screen all applicants against those criteria, you may safely reject an applicant who does not meet your guidelines. While opinions vary regarding the amount of information that must be given to an applicant who is denied a rental unit, the following is a general overview of guidelines on the subject defined in the federal Fair Credit
Landlord Training Program, 16th Oregon Edition

Reporting Act\(^1\) and ORS Chapter 90. (If you are managing public housing or publicly subsidized units, your disclosure requirements may be greater than the ones described here.)

Note that Oregon landlords who collect applicant screening charges must comply with additional requirements specified in ORS Chapter 90 when turning down an applicant, portions of which are summarized below.

**General requirements**

The following applies to all rental situations. In addition, *if you collect an applicant screening charge*, see the description of additional requirements following this more general discussion.

- **If the rejection is based on information, in whole or in part, from non-paid sources** (the word of a previous landlord, for example): While you are not required to disclose immediately your reason for rejecting applicants in these situations, you are required to advise applicants of their right to submit, within 60 days, a written request for that information and their right to a response from you, within a reasonable period of time, disclosing the nature of the information upon which the adverse decision was made.

  Sample phrasing: “Based on a check of information you provided in your application, you do not meet our rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision within a reasonable period of time.”

  Of course, if you receive such a request, then report the nature of the information upon which the adverse decision was based, using the same written disclosure format described in the following section for those who collect applicant screening charges. Again, if your screening criteria are free of illegal discrimination and you have applied your criteria consistently, then you may safely reject applicants who do not measure up.

  Note this small additional requirement if the rejection is based on information from a person who is your “affiliate” (e.g., a co-worker or co-owner): The process is identical to that described above, except that the required response time is specifically stated: 30 days or less from the date the landlord receives the rejected applicant’s written request.

  Of course, when possible, keep it simple. For example, if you are turning down an applicant simply because you accepted an earlier applicant, just say so. Or, if one look at the application indicates that the person doesn’t have nearly enough income to rent the unit, don’t make the applicant wait a week to find out — again, just say so.

- **If the rejection is based, in whole or in part, on information from a credit report, screening company, or other organization that you pay to provide screening information**: Because of the potential for abuse of, or misinformation in, credit reports the Fair Credit Reporting Act requires that very specific information be provided to applicants who are rejected based on information obtained from a “consumer reporting agency.” While federal law permits the information to be provided orally, Oregon law requires that written notice of the name and address of the reporting agency that provided the credit report be given. In addition, Oregon law specifically requires that such information be provided at the same time the landlord notifies the applicant of the denial. It is, therefore, a very good idea to give written notification of all of the following information to make sure you are in full compliance with the Act. The following is only intended as a brief orientation. The screening company or other consumer reporting agency you work with should be able to answer your

---

\(^1\) At the time of publication, a PDF copy of the Act could be obtained at: www.ftc.gov/os/statutes/031224fcra.pdf.
questions and provide you with a written form to help ensure you are in full compliance with the Act.

In situations where adverse decisions are based, in whole or in part, on information from a consumer credit report, a landlord is required to provide the rejected applicant the following information:

- Notice of the rejection. For example, “Based on information we have received from your credit report (or other paid source) you do not meet our written rental criteria and we have therefore chosen to deny your application for tenancy.”

- Disclosure of any numerical credit score used in taking any adverse action based in whole or in part on any information in a consumer report and additional, specific information about the credit score such as key factors that affected the score, when the credit score was created, and the range of possible credit scores under the model used.

- The name, address and telephone number (including a toll-free number if the agency is one that keeps nationwide consumer files) of the consumer reporting agency that furnished the information.

- That the consumer reporting agency did not make the decision to reject the applicant and therefore it is likely that they will not be able to explain the reason for the adverse decision.

- That the applicant has the right to contact the consumer reporting agency within 60 days to receive a free copy of his or her report.

- That the applicant has the right to dispute the accuracy or fairness of information in a consumer report furnished by the consumer reporting agency.

The preceding discussion is not intended to be a complete description of all requirements. Your best bet may be to work with your screening or credit reporting agency to make sure you provide all appropriate disclosures. Also, while Oregon law allows landlords to provide a denied applicant a copy of the applicant’s consumer report, make sure such a step is consistent with your screening company’s regulations before doing so. You may be required to have applicants get a copy of their report directly from the credit reporting agency rather than, for example, providing the applicant with a photocopy of the report you received.

In the interests of proving you have met disclosure requirements you may want to hand out an information sheet with the disclosure process described and appropriate addresses provided. Additional help on putting together your procedure may be gained from tenant screening companies, property management associations, and skilled landlord-tenant attorneys.

**Special Oregon requirements for denying an applicant**

In addition to disclosure requirements already discussed, Oregon’s 2005 legislative session created additional disclosure requirements for those who collect an applicant screening charge. Under ORS 90.304 if you require an applicant to pay a screening charge and you deny that applicant, you must promptly provide a written statement listing one or more reasons for the denial. In addition, for those landlords who do not require an applicant screening charge, the same information must be supplied if a denied applicant submits a written request for it. The law explains that this written response can be done on a standard form with a checked box indicating the reason. The following is an excerpt of the process described:

The landlord's statement of reasons for denial… may consist of a form with one or more reasons checked off. The reasons may include, but are not limited to, the following:
✓ Rental information, including:
  • Negative or insufficient reports from references or other sources.
  • An unacceptable or insufficient rental history, such as the lack of a reference from a prior landlord.
  • A prior action for possession (essentially an eviction/FED where the landlord prevailed or one where there has not yet been a general judgment or dismissal).
  • Inability to verify information regarding a rental history.

✓ Criminal records, including:
  • An unacceptable criminal history.
  • Inability to verify information regarding criminal history.

✓ Financial information, including:
  • Insufficient income.
  • Negative information provided by a consumer credit reporting agency.
  • Inability to verify information regarding credit history.

✓ Failure to meet other written screening or admission criteria.

✓ The dwelling unit has already been rented.

Other Screening Tips and Warning Signs

The following are additional tips to help you screen applicants. You should also be familiar with the warning signs described in the chapter on Warning Signs of Drug Activity.

✓ Consider using an “application interview.” Some landlords conduct a brief oral interview, often at the same time they accept the written application. Landlords who use this approach find it has these advantages: First, applicants don’t know which questions are coming, so it is harder to make up a story — something that shouldn’t bother an honest applicant, but may uncover a dishonest one. Second, the landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious. For example, honest applicants usually know their current phone number, middle name, or date of birth without having to look it up.

The interview involves, at minimum, making sure the applicant can repeat basic information requested on the application form without reading it. For example, the landlord might ask the applicant to verify his or her full name, current phone number, current address, and other pieces of information that applicants usually know without having to look up.

As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to status in a protected class — e.g., a disability that causes a speech problem, or possibly language skills associated with a particular national origin.

If you choose not to use an interview approach, at minimum observe the way the application is filled out. Applicants may not remember the address of the apartment they were in two years ago, but they should know where they live now or just came from. Generally, honest applicants can remember their last address, the name of their current landlord, and other typically “top-of-mind” facts about their life.

✓ Watch for gross inconsistencies. When an applicant arrives in a brand-new, high priced, luxury automobile and fills out an application that indicates a very low income, something may
not be right. There are no prohibitions against asking about the inconsistency and, if the response does not clear up the mystery, choosing to deny the applicant because the style of living is grossly inconsistent with the stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal such oddities — for example if the applicant is paying out much more per month to service credit card debts than the applicant is taking in as income, something isn’t right). Many don’t realize it, but unless such a decision would cause a disproportionate rejection of a protected class (e.g., race, color, religion, and others) the law allows room to make such judgment calls.

While you may not discriminate on the basis of race, color, religion, sex, disability, national origin, familial status (the presence of children), marital status, sexual orientation, and source of income (throughout Oregon¹), as well as age in Portland,² you may discriminate on the basis of many other factors, provided the effect is not a disproportionate denial of a protected class. If you deny the applicant for such a reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but don’t assume your hands are tied. The law is written to prevent discrimination against protected classes. You are not required to look the other way when gross inconsistencies are apparent.

✓ Watch out for Friday afternoon applicants who say they must move in that very weekend. People planning illegal activity know you can’t check some references until Monday, by which point they will already be in the home. Tell the applicant to find a hotel or a friend to stay with until you can do a reference check. Will it cost you some rent in the short run? Possibly. Could it save you money in the long run? Absolutely. Ask any landlord who has dealt with a drug house or similar nuisance activity. It is worth avoiding. (Some landlords allow weekend applicants to move in if the landlord can independently verify their story. But you are better off waiting until you can verify the entire application.)

✓ Observe the way applicants look at the home. Do they look in each room? Do they ask about other costs, such as heating, garbage service, or others? Do they mentally visualize where the furniture will go, which room the children will sleep in, how the sun lies on the backyard? Or did they barely walk in the front door before asking to rent, showing a surprising lack of interest in the details? People who are planning an honest living care about their home and often show it in the way they look at the property. Some who rent for illegal operations forget to pretend they have the same interest.

Also, if the applicant shows little interest in any of the property except the electrical service, take note — both meth labs and marijuana grow operations can include rewiring efforts.

✓ Be aware that people involved in illegal activity may use “fronts” to gain access to your property. You may rent to someone who has an acceptable rental history and no record of illegal activity, yet once that person moves in, new roommates, relatives, acquaintances, or other family members move in and cause property damage or engage in other criminal or nuisance behavior. In some cases, the people you thought you rented to don’t move in at all — after using their good references to rent the unit, they give the key to drug dealers for a fee. Across the nation, it is the permission given by tenants to guests and others who have not signed the rental agreement that causes the greatest degradation in the quality of life in rental housing communities, both public and private.

¹ ORS 90 also adds special rules that effectively protect victims of domestic violence, sexual assault, and stalking.
² While most communities in Oregon have not established additional protected classes, as has been done in Portland, some, such as Ashland, Corvallis, and Eugene have and others may have as well. For those with property outside of Portland, see local codes for more information.
Warning applicants that they will be held accountable for their guests, and then enforcing such a requirement with your tenants, is a cornerstone of protecting your property and the surrounding neighborhood. Make sure your tenants know that they must control their guests and, if they cannot, that they should ask for help quickly. Further, most rental agreements specify that only people named on the agreement are allowed to use the unit as their residence. Make sure such a stipulation is in your rental agreement and point it out to all applicants, emphasizing that having another person move in requires submitting that person’s application and allowing you to check references before permission is granted.

If you make it clear you are enforcing these rules only to prevent illegal activity, you may discourage potential problem tenants from applying, while reassuring responsible renters that your practices will help encourage property safety. You may further calm concerns of responsible renters if you are able to assure them (subject to reasonable and fair occupancy limits and the opportunity to screen proposed additional occupants) that you will not raise the rent because an additional person moves in. For more about this issue, see Rental Agreements, beginning on page 33.

✓ Consider alternate advertising methods for your property. Houses that are within a few miles of a college may be desirable to students. Some landlords have found success in posting advertising at such locations, thus targeting people who already have a credible connection with the community.

If you are going to consider such an approach, keep in mind that Fair Housing guidelines apply in all aspects of managing rental housing, including advertising selection. Advertising exclusively through a community college may be acceptable, because such colleges typically enroll a broad cross-section of the community. However, it would be inappropriate, for example, to advertise exclusively through a church newsletter or the newsletter of a private club whose membership is not representative of the broader community. Such approaches could set up patterns of inappropriate discrimination. Either expand your media selection or change it altogether to make sure you are reaching a fair cross-section of the public.

✓ Consider driving by the applicant’s current residence. Some property managers consider this step a required part of every application they verify. A visual inspection of applicants’ current residences may tell you a lot about what kind of tenants they will be.

✓ Announce your approach in your advertising. Some landlords have found it useful to add a line in their ads announcing that they do careful tenant screening or that they run credit checks. The result can be fewer dishonest applicants choosing to apply in the first place. Select your phrasing with care. Don’t use expressions that might be interpreted as “code” for telling people of a protected class that they need not apply. Again, it is important to make sure that the opportunity to apply for your units, and to be accepted if qualified, is open to all people regardless of race, color, religion, sex, disability, national origin, familial status, marital status, source of income, sexual orientation, and age.

As a general rule, when you write your for-rent advertising, you are on safer ground if you describe characteristics of the rental unit and avoid describing the imagined tenant — “one-bedroom apartment” is fine; “bachelor apartment” is not. Also, avoid descriptions that suggest a possible preference for one group within a protected class over another — “next to the park” is fine; “next to the church” (or mosque or temple) is not.
RENTAL AGREEMENTS

Get it in writing.

ADVICE WE WERE GIVEN:

“We’ve solved a lot of problems by using the right paperwork at the beginning of the rental term. It improves our legal position and lets the tenant know we are serious from the start.”

The Basics

Minimize misunderstandings between you and your tenant, thus building a basis for clean and fair problem resolution down the road.

1. Use a contract consistent with current law or you will lose options.
2. Point out key provisions and make sure the tenant knows you take them seriously.
3. Get the tenant’s signature on property condition, smoke detectors, and other issues.

Use a Current Rental Agreement

Many landlords continue to use the same rental agreements they started with years ago. Federal and state law can change yearly, and case law is in constant evolution. With an outdated rental agreement, you may give up some of your rights. If a tenant chooses to fight you in court, an outdated rental agreement may cost you the case.

There are both rental housing associations and legal publishing companies that provide rental agreement forms (as well as other management forms) and consider it their job to make sure their forms are consistent with current law. Unless you are planning to work with your own attorney to develop rental forms, purchasing updated forms from one of these organizations (see Appendix) will be your best bet. The key is to purchase your forms from a reputable source and make absolutely sure you are buying forms tailored specifically to current Oregon law — generic forms (and generic forms software) sold nationwide are a very poor substitute for Oregon-specific rental documents.

Month-to-Month or Long-Term Lease?

In many parts of the country, year-long leases are standard, while in Oregon it is common to rent on a month-to-month basis from the day the tenant moves in. A month-to-month rental agreement
gives you (and the tenant) the additional option of terminating the rental agreement with a no-cause notice. On the one hand, if you want the maximum ability to remove tenants involved in illegal activity, this is the type of rental agreement to use.

On the other hand, there are benefits to leases that both parties can enjoy. Good tenants may appreciate the stability of a longer term commitment, and you may benefit if you have tenants who respect the lease term as a binding agreement. It is true that you give up your right to serve a no-cause notice during the period of the lease. However, you may serve one of the for-cause notices defined in landlord-tenant law if tenants are in violation of that law or not in compliance with the lease. Landlords who are familiar with the process for enforcing for-cause evictions can succeed with these notices as well. The decision about the type of rental agreement to use (unless you are managing subsidized or public housing with specific lease-term requirements) is up to the individual landlord; either approach can work.

Also, remember that while the terms of your rental agreement are important, even the best rental agreement is not as valuable as effective applicant screening. The most important part of any rental agreement is the character of the people who sign it. No amount of legal documentation can replace the value of finding responsible tenants.

**Elements to Emphasize**

Inspect the rental agreement you use to see if it has language that addresses the following issues. If they are not in the rental agreement, consider adding them. To gain the most prevention value, you will need to point out the provisions to your tenant and communicate that you take your rental agreement seriously. This list is not at all comprehensive, nor does it cover all elements that a lease or rental agreements must have in Oregon.¹ Our intent in providing the list below is simply to show elements that are particularly important for preventing and/or terminating tenancies where the occupants are involved in behaviors that are illegal, dangerous, or otherwise harmful to the neighborhood.

1. **Subleasing is not permitted without prior approval by the landlord.** Make it clear that the tenant may not assign or transfer the rental agreement and may not sublet the dwelling unless the sublease candidate submits to the landlord a complete application and passes all screening criteria. (Managers of floating home or manufactured dwelling “facilities” should also review ORS 90.555 for additional information about subletting in a facility.)

   You must maintain control over your property. Too often the people who engage in problem behavior are not the people you rented to originally. This provision will not stop all efforts to sublease, but it may prevent some, and it will put you in a stronger position if you have to evict an illegal sublessee.

2. **Only those people listed on the rental agreement are permitted to occupy the premises.** If the tenant wants another person to move in, that person must submit a completed application and pass the screening criteria for rental history (or, for landlords who elect to use the approach, comply with the requirements of a temporary occupancy agreement, as described in ORS 90.275).

¹ Again, unless you or your property management company have hired an attorney to draft rental agreements specifically for your situation, the safest approach will likely be to purchase forms from a supplier of up-to-date Oregon-tailored rental agreements such as those listed in the Appendix this manual.
To make this provision work, you will need to define the difference between a “guest” and a “resident” — typically this is done by stating the number of days a guest may stay before permission for a longer stay is required from the property manager. While there is little consensus over how limiting the number of days may be, 14 days in a calendar year is a frequently used limit, with some landlords setting shorter periods. Check with a local property management association or your own legal advisor to confirm the current approach before setting this criterion.

Assuring your tenant that you will take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should that become necessary.

**Variation: Use of the “temporary occupancy agreement.”** There is an alternate process that landlords may use for allowing additional adults to reside with your tenant without granting those individuals full tenancy rights. ORS 90.275 establishes procedures for something called a *temporary occupancy agreement* that effectively creates a new class of “occupant” in rental property who is not technically covered by the Residential Landlord and Tenant Act. A *temporary occupancy agreement* is a three-way agreement between the landlord, tenant, and the tenant's guest that would allow the guest to stay at the property, with the original tenant, without gaining the rights of tenancy defined by ORS Chapter 90. The agreement can have a time limit attached, but it doesn't have to. The agreement may be terminated by the tenant without cause at any time and by the landlord only with cause, which the temporary occupant would not have the right to cure. If the landlord so chooses, the landlord may screen the temporary occupant for conduct and criminal history but not for credit or income level. If the tenant revokes permission, the guest is to be treated as a “squatter” — that is someone who could theoretically be trespassed from the property for failing to comply with the tenant's request that he or she leave. A landlord may not use this approach to avoid the application of ORS 90 to the rental property — that is, at least one occupant must be an actual tenant.

3. **No illegal activity.** Make it clear that the tenant must not allow illegal drug activity, other criminal behavior, or allow other activities on or near the premises that constitute violations of applicable local law, including any chronic nuisance codes. Such behaviors are already illegal, but spelling it out never hurts.

4. **The tenants are responsible for conduct on the premises.** Tenants should understand that they will be held responsible for the conduct of themselves, their children, and all others on the premises under their control. This requirement is already in landlord-tenant law, but it doesn’t hurt to spell it out in the rental agreement as well. You might also encourage your tenants to contact you should dangerous or illegal activity occur that is *out* of their control.

   For people who plan to “front” for illegal activity, this underscores the point that tenants have an obligation to make sure their guests, visitors, and household members follow the rules and that failure to stop ongoing illegal behavior at the rental property — even if one does not engage in the illegal acts directly — may be a violation of the lease or rental agreement. Phrasing on this provision should be done with care — the law won’t allow you to hold victims responsible for the behavior of people who abused or intimidated them into silence.

5. **In apartments: the landlord is the “person in charge” of the common areas.** A number of police departments and district attorney’s offices in Oregon recommend including this provision in rental agreements (including long-term leases and Section 8 contracts) at multifamily communities. This “lease enabling” provision ensures that the landlord will retain the power to exclude nonresidents from the common areas of the property should they violate
the rules. There is legal theory to suggest that without this clause in the rental agreement of every occupant, a police officer could not enforce trespassing laws in the common areas at the landlord’s request. While not all police departments in the state require this clause in order to enforce trespass laws on common areas, even if the district attorney in your county doesn’t require it, it won’t hurt to include it. An example of a lease enabling provision:

The landlord and any person designated by the landlord retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the “person in charge” for that purpose as that phrase is defined in ORS 164.205(5). If the landlord excludes a person from the common areas, tenant may not invite such person into tenant’s unit or grant permission to such person to enter or remain on the common areas.

Note that “common areas” are shared facilities such as laundry rooms, courtyards, hallways, and entryways. This clause does not give a landlord or property manager the right to exclude tenants from common areas. When tenants are not obeying the rules and requests to correct the behavior haven’t solved the problem, the legal options are either a no-cause eviction notice or a for-cause notice (see the chapter on Crisis Resolution). Also, the above clause does not give the landlord the right to exclude people from a tenant’s unit — as with any rental in Oregon, the tenant remains the “person in charge” of his or her own rental unit.

Landlords should also develop rules of behavior for common areas so that conditions for trespass exclusion and tenant violations are clearly understood by all parties. For examples of possible exclusion criteria, see the discussion on page 41.

Landlords who use a lease enabling provision also have the option of granting local law enforcement officers “person in charge” status for the purpose of excluding nonresidents from common areas. For more on how you can set up such an agreement, see the discussion on page 87 and contact your local law enforcement agency to determine if such a practice is in place (in Portland, call your local police precinct and speak with an officer on that precinct’s Neighborhood Response Team).

6. The tenant will not unduly disturb the neighbors. Make it clear that the tenant will be responsible for making sure that all persons on the premises conduct themselves in a manner that will not interfere with the neighbors’ peaceful enjoyment of the premises. This requirement is also already in the law, but it doesn’t hurt to repeat it in the rental agreement.

If you receive substantial complaints, particularly if they are from more than one neighbor, a for-cause notice is appropriate, requiring the tenant to remedy the situation within 14 days or move out within 30. If similar, significant disturbances recur during the following six months, you would have cause to serve an eviction notice with no provision for tenant remedy. (Of course, with a month-to-month rental agreement, you also have the option of a no-cause eviction notice, which you could serve at any point.)

What does disturbing the neighbors have to do with illegal activity? It doesn’t necessarily. But we know that managers who attend to their own obligations and require tenants to meet theirs are far more effective in preventing illegal activity than are those who take little or no action as complaints of noncompliance roll in. It is almost never the case, for example, that a drug criminal’s first observed, evict-able offense is the dealing or manufacturing of narcotics.

7. Written notices from either party may be served by “posting and mailing.” In Oregon, hand-delivered landlord-tenant notices begin at midnight of the day of service if the notice counts days (e.g., 30-day notice) or begin immediately upon service if the notice counts hours (e.g., 24-hour notice). All mailed landlord-tenant notices, regardless of type, begin at midnight of the day they are mailed; however, the length of the notice must be extended by three days.
There is also a third option, but it only applies if your rental agreement spells it out: With the right clause in your rental agreement, written notices from either party could be served by fixing the notice securely to the tenant’s or landlord’s front door and, on the same day, mailing a copy by regular first-class mail. Although the law is no longer entirely clear on this point, courts have typically considered the notice served on the day that both steps are completed. **However, because this law is not entirely clear on when “posted and mailed” notices are deemed served, landlords are urged to speak with a qualified landlord-tenant attorney prior to using “post and mail” to accelerate service.** Most rental agreements that are up to date with current Oregon law will cover this provision.

8. **Indoor smoking is not permitted.** ORS Chapter 90.220 now requires that residential rental agreements include a disclosure of the smoking policy for the premises on which the dwelling unit is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the entire premises, or allowed in specified limited areas on the premises (such as outdoors only).

While some landlords forbid smoking everywhere on the property (that is, both indoors and outdoors), the more common practice for those who limit smoking more than is required by law is to forbid all indoor smoking, including inside the dwelling unit. Here’s why: Such rules are proving to reduce management costs while simultaneously offering tenants an amenity that the great majority desire. For landlords, the policy helps prevent the expense of cleaning up after indoor smoking, saves time associated with repairing damage from carpet and counter burns, and reduces the potential cost and liability associated with the fire hazards involved. In multi-family property, rules that forbid indoor smoking (along with outdoor smoking within 25 feet of any building) help reduce tenant-to-tenant disputes over secondhand smoke and increase the stability of the tenant population by offering the benefit of cleaner air in every home.

Equally, for the great majority of tenants “smoke-free” housing is considered a substantial benefit, even by many of those who have a smoker in the household. In short, much has changed since the days when indoor smoking was considered routine or even a right. For example, today most smokers no longer smoke inside their homes. Market research conducted on the subject indicates that the great majority of tenants in Oregon generally, as well as the Portland metro-area specifically, regardless of income, prefer a rental unit where the landlord does not permit indoor smoking and many will avoid rentals where adjacent tenants are allowed to smoke. In other words, because tenants want it, it is a competitive advantage for landlords who offer it.

---

1 Note that the landlord’s “front door” as described here isn’t necessarily the landlord’s home. It is the local address specified in the rental agreement where a tenant may post such notices to the landlord. It must be a real, physical address, accessible 24 hours a day; a post office box won’t do and neither will an office door located inside a larger office building that is locked at night or on weekends.

2 For more complete information on service of notices, and the timing associated with each method of delivery, see the chapter on Crisis Resolution and review ORS 90.150 to 90.160 available through local libraries or online.

3 The disclosure requirement, established by the 2009 legislature, does not apply to manufactured dwelling facilities and floating home moorage facilities in the situation where the tenant owns the home and pays lot rent to the landlord.

4 Metro area research conducted by the authors, Campbell DeLong Resources, Inc., for the Multnomah County Health Department, the Clark County Health Department, and the American Lung Association in Oregon. Statewide research conducted for the State of Oregon, Department of Human Services, Public Health Division and Health In Sight, LLC. Additional information can be accessed online at SmokefreehousingNW.com and www.smokefreehousinginfo.com.
Please note: If you allow outdoor smoking, be sure to provide proper receptacles (non-combustible material and tip-proof). Careless outdoor smoking — tossing cigarettes into flower beds, brush, or bark dust — is another common cause of residential fires.

Finally, of course, there is an indirect, but significant, benefit of this rule to the prevention of illegal activity. People contemplating illegal activity are often more attracted to property where rules appear lax and are less attracted to property where owners and managers have taken the time to set standards that go beyond the minimums found in many rental agreements.

**Lease Addendum Forbidding Illegal Activity**

Many rental owners have begun to attach an addendum to their rental agreements spelling out specific crimes under state and local law that will be considered violations of the lease. A version of such an addendum is often provided at the trainings that accompany this manual. Before using such an addendum, have your attorney review it.

While the behaviors proscribed in such addenda are generally already against the law, spelling it out in the lease may give you additional legal choices should you have to evict on the basis of criminal behavior. Further, announcing your commitment to safe housing through the use of such a lease addendum can help discourage those planning criminal activity from moving in.

**Medical Marijuana and Rental Housing**

Oregon’s medical marijuana law\(^1\) permits a person who has been issued a “marijuana grow site registration card” to grow and possess marijuana in specified quantities for up to four “registry identification cardholders.” Those who are “registry identification cardholders” have a right to use marijuana to relieve symptoms or effects of a debilitating medical condition and must do so in a manner that is, among other requirements, not in a public place or in the “public view.” In November of 2010, Oregon’s Bureau of Labor and Industries (BOLI) issued a policy change that provided some clarification regarding the degree to which a landlord may legally regulate practices associated with the medical marijuana law. While previous instruction on the degree to which an Oregon landlord could limit medical marijuana practices in a rental unit involved a distinction between personal use and growing for others, the latest policy change allows a simpler answer. Under the policy change announced in 2010, BOLI will no longer investigate claims of housing discrimination regarding the use of medical marijuana. The action followed an Oregon Supreme Court ruling relating to the preemption of State law by Federal law regarding medical marijuana. In other words, Oregon landlords who elect not to rent to persons with medical marijuana cards may now have a firmer legal basis to do so. Nevertheless, because the interpretation of these and related legal issues continues to evolve, our best recommendation is to check with the Fair Housing Council of Oregon and to seek the advice of a competent landlord-tenant attorney for the latest interpretation of these issues.

---

\(^1\) See ORS 475.300 to 475.346 for the text of the law.
Pre-Move-In Inspection

Prior to signing the rental agreement, walk through the property with the tenant and make a visual inspection together. Agree on any repairs that need to be done. Write it down and sign it. Make any agreed-upon repairs and document that they have been completed. Give copies to your tenant and keep signed and dated copies in your files. Now, should tenants damage the property, you have a way to prove it happened after they took possession of the unit. If you are so inclined, an even better record may be kept by taking pictures or video-recording the walk-through with the tenant.

The pre-move-in inspection can reduce the likelihood of some tenants causing damage to the premises. It can also protect you against the rare case of a tenant who chooses to damage the property and then complains to a code enforcement agency that the damage was a preexisting condition, thus potentially blocking an otherwise legitimate eviction attempt.

Again, while you can develop such forms yourself, the simplest approach is to contact a property management association for check-in/check-out inspection forms.

Smoke & Carbon Monoxide Alarm Contracts

Oregon landlord-tenant laws require that you provide your tenant with a unit in “habitable condition” that includes “safety from fire hazards” as well as a carbon monoxide alarm in applicable structures. The following provides additional detail on these two safety requirements:

Smoke Alarms

Landlords are required to do the following:

1. Supply and install a working smoke detection device(s)¹ for each unit. Smoke alarms can be provided with two different technologies: ionization or photoelectric. Ionization alarms are required to have a 10-year battery and include a “hush” feature that allows the unit to be silenced if nuisance smoke sets it off. A photoelectric fire alarm unit does not require a silencing button or a long-life battery. They can have built-in, long life, or regular batteries. Either type can be hardwired into the home’s electrical system. Both types of fire alarms, if hardwired, are required to have a battery backup (long life is not required). Oregon law dictates the types of smoke alarm that can be sold in Oregon (see ORS 479.257). Since states surrounding Oregon don’t share the same laws and standards, there are variations in smoke alarms being sold outside of Oregon.

It is still up for debate regarding which type of smoke alarm is best. In rental units, the ionization smoke alarm with the silencing button is a good choice because it allows “nuisance alarms” to be silenced.

Portland landlords must also be in compliance with the requirements of Portland’s Housing Maintenance Regulations. Smoke detection devices must now be installed in each sleeping room or area, in the immediate vicinity of all sleeping rooms, and on each additional story of the dwelling, including basements, but not including crawl spaces and uninhabitable attics. See Portland City Code, Title 29.

¹ The law now defines two types of smoke detecting devices, a “smoke alarm” which refers to one or more self-contained devices and a “smoke detector” which now means a centrally wired system with a control panel.
2. Provide written instructions for testing the smoke detection device. The instructions must be given to the tenant at the time the tenant first takes possession of the unit. Also, if your alarms are equipped with a “hush” button feature, explain how the silencing button operates when nuisance smoke sets the alarm off. This will further help to prevent the tenant from disabling the smoke alarm by removing the batteries.

3. Provide working batteries (if the device is solely-battery operated) at the start of any new tenancy.

4. Provide maintenance of the device (other than replacing dead batteries) upon written notice from the tenant of any deficiency.

5. Test and maintain smoke detection devices located in the common areas of any multifamily rentals. In addition to the basic requirements in state law, note that Portland Fire & Rescue recommends regular replacement of smoke detectors or alarms at 10 year intervals. Those multifamily units where sensitivity testing of smoke alarms is required can meet the requirement in Portland by implementing a 10-years-or-less replacement program and maintaining documentation of the manufacturing date of each installed alarm.

Tenants must:

1. Test the smoke detection device(s) in the rental unit at least every six months. Tenants must also notify the landlord in writing of any deficiency.

2. Replace batteries as needed. Note: While ORS 90.325(f) requires that tenants replace the batteries as needed, Portland Fire & Rescue recommends that alarms be replaced every 10 years (manufacture dates are typically shown on the back of the device). In other words, if a “10-year” battery needs replacing, replacing the whole device is recommended. Continuing to replace long-life batteries may extend the device’s life beyond its operational limit.

3. Not remove or tamper with functioning smoke detection devices. This includes removal of still working batteries for any purpose other than immediate replacement.

Some landlords have tenants sign a copy of the notice that describes how and when to test the smoke alarm or detector and states the tenant’s responsibility to do so. Portland Fire & Rescue recommends taking steps that go beyond the basic requirements in Oregon landlord-tenant law: Consider keeping a maintenance log of the smoke alarm’s performance. Each time a residential unit is entered for maintenance or inspection by the landlord, manager, or maintenance staff, test every smoke alarm and document its condition. If a tenant has disabled a smoke alarm, document it, correct it, and take prompt lease enforcement action. Remember that this is more than a paperwork exercise. Without a properly working smoke detector, if there is a fire, lives could be lost — particularly if tenants are asleep when the fire begins. Make sure that if a fire breaks out, your tenants will have an early and effective warning.

**Carbon Monoxide Alarms**

All dwelling units that have a carbon monoxide source (e.g., fireplace, or heating or cooking sources that involves the combustion of oil, coal, gas, wood or similar materials), or are located within a structure that has a carbon monoxide source (e.g., attached garage or other carbon monoxide sources), must have one or more carbon monoxide alarms installed in compliance with State Fire Marshal rules and the state building code. Landlords are also required to provide tenants of such dwelling units with a written notice containing instructions for testing of the alarm.
no later than at the time the tenant first takes possession of the premises. Generally, the written notice for carbon monoxide alarms covers similar requirements to those that have been established for smoke alarms. Contact a provider of Oregon rental forms (see page 102) or an experienced landlord-tenant attorney for additional information.

**Resident’s Handbook**

Many apartment managers provide a “resident’s handbook” that spells out rules specific to the property being rented. Landlord-tenant law places various restrictions on what types of rules can be added by landlords, but generally property managers have found success with development of guidelines that restrict excessive noise levels, define behavior for common areas of the premises, and spell out rules for use of unique facilities such as pools or common laundry areas.

For details, refer to rental housing associations, screening companies, or other sources that may advise on, or teach, general property management techniques.

**Exclusion Criteria**

In multifamily property, it is important to set rules for the common areas to ensure, in particular, that the manager has the ability to exclude nonresidents from the common areas of the property. The chapter on *The Role of Police* discusses the trespass exclusion process in more detail (page 87). The following is an example of exclusion rules suggested by police agencies in Oregon and used successfully in public housing in Oregon:

> Any nonresident will be directed to leave and may be barred from returning to the premises if that person does one or more of the following:
> ✓ Makes unreasonable noise.
> ✓ Engages in fighting or in violent, tumultuous, or threatening behavior.
> ✓ Substantially interferes with any right, comfort, or convenience of any *(Name of premises)* resident or employee.
> ✓ Engages in any activity that constitutes a criminal offense.
> ✓ Damages, defaces, or destroys any property belonging to *(Name of premises)* or any resident or employee.
> ✓ Litters on *(Name of premises)* property.
> ✓ Drives in a reckless manner.
> ✓ Consumes or possesses an open container of any alcoholic beverage in the common areas without being accompanied — meaning actual physical presence — by an adult (21 years of age or older) resident of *(Name of premises)*.
> ✓ Violates any applicable city or county curfew ordinance.

---

1 The requirement was established by the 2009 legislature, which required that all rental units have carbon monoxide detectors by April 1, 2011. While all new tenancies have been required to comply since July 1, 2010, for those ongoing tenancies that were established before July 2010, the written notice would presumably be provided upon installation by the April 2011 deadline.
Any person who fails to leave the premises after being directed to do so, or who returns to the premises after being given such direction, will be subject to arrest and prosecution for criminal trespass under ORS 164.245.

If you want to ensure assistance from your local police agency in enforcing these rules, be sure to contact them, prior to implementing these policies (in Portland, contact your local police precinct’s Neighborhood Response Team).

**Key Pick-Up**

As a final prevention step, some landlords require that only a person listed on the written rental agreement may pick up the keys. This is one more step in ensuring that you are giving possession of the property to the people on the agreement and not to someone else.
ONGOING MANAGEMENT

What to do to keep the relationship working.

COMPLAINTS WE HAVE HEARD: ¹

“The tenant moved out and someone else moved in without us knowing it. Now we have drug dealers on the property and the courts insist they are legal tenants, even though they never signed a lease.”

ADVICE WE WERE GIVEN:

“You need to follow one basic rule — you have to actively manage your property. The only landlords who go to court are the ones who don’t actively manage their property.”

“For most managers the experience is one of putting out brush fires all day long. If property managers take a more proactive approach, they will have better lease compliance, better tenant relations, avoid a lot of legal hassles, and have fewer brush fires during the day.”

The Basics

Maintain the integrity of a good tenant-landlord relationship.

1. Managers who encourage a landlord-tenant relationship based on the values of mutual respect, responsibility, and prompt, open communication often find it easier to enforce rules when the need arises and find that the need arises less frequently.

2. Don’t bend your rules. By the time most criminal behavior at rental property is identified, there is a history of lease noncompliance that the landlord ignored.

   ✓ Serve the appropriate notices quickly to reinforce your commitment.

   ✓ If you do not serve appropriate notices while continuing to accept rent, understand that doing so may forfeit your right to enforce parts of the lease.

3. Know, and fulfill, your responsibilities as a landlord.


5. Keep a paper trail of all activity.

6. Open communication channels so you hear of problems early.

¹ Unless indicated, quotes are from landlords or property managers. Note that some “complaints” contain inaccurate or incomplete assumptions about legal rights or procedures.
While the material that follows in this chapter primarily focuses on meeting basic responsibilities of ongoing management, it is impossible to over-emphasize the value of a wide range of management techniques that are not so much a function of law, but of human nature. In a sense, the most important skill for successful property management is not the ability to maintain property, nor is it the dedication to ensure one’s rental agreements remain up-to-date with current law, as helpful as both of those can be. Rather, it is the ability to manage people well. Good, experienced managers understand the importance of setting and reinforcing clear expectations, building an environment of mutual respect, encouraging routine open communications, modeling desired behavior, addressing problems early, and acknowledging beneficial performance.

People who are genuinely skilled in such management approaches can expect to be more successful, with better behaved and more appreciative tenants, than can those landlords who rely on the strength of law alone to ensure acceptable behavior. The desire to take uncommonly good care of another’s property, to pay rent on time (or even early), and to be a good and communicative neighbor does not grow from requirements in a rental agreement alone. It is also a function of both the character of the tenants you select through screening and the tone you set in the landlord-tenant relationship throughout the tenancy. As you consider the basic management approaches described in this chapter, consider how much more effectively they can be applied in an environment where the manager has taken the time to encourage a landlord-tenant relationship based on the values of mutual respect, responsibility, and prompt, open communication.

Don’t Bend Your Rules

A key to ongoing management of your property is demonstrating your commitment to the rental agreement and to landlord-tenant law compliance. Once you set the rules, don’t change them. Make sure you meet your responsibilities and hold tenants accountable for meeting theirs. By the time most criminal behavior is positively identified, there is a long history of lease and landlord-tenant law violations behavior that the landlord ignored.

There are strong parallels between this basic rule of property management and a concept in law enforcement known as “The Broken Window Theory” — the cornerstone of a wide array of police crime reduction tools and techniques based, in part, on the finding that small signs of disorder (such as a broken window, graffiti, or other petty vandalism), when left unaddressed, can lead to much greater disorder. In the landlord-tenant world, a variety of more significant behavior

problems can be prevented — including those that may enable very serious criminal activity — if managers are willing to ensure that simple compliance issues are addressed early and consistently. Examples of such active management steps include:

☑ **If you are aware of a serious breach, take action as promptly as possible.** In Oregon, if you accept rent during three or more separate rental periods while knowing that your tenant is breaking a rule, but take no action to correct the behavior, you have effectively lost your right, in most circumstances, to serve notices for the behavior. To protect your rights, you could serve a “termination” notice (such as the 30-day notice with 14 days to remedy a problem). You could also protect your right to enforce the rule by serving a warning notice that meets requirements specified in the statute.¹ Note that, should you accept rent in the third of three separate rental periods during which you were aware of a breach without acting to enforce the agreement, you can protect your right to enforce the rental agreement for that breach by refunding the rent within 10 days after receiving it. Your best approach is to avoid such a situation by enforcing rental agreement rules more promptly.

☑ **If someone other than the tenant tries to pay the rent, get an explanation.** Also, note on the receipt that the payment is for your original tenants only. Otherwise, by accepting rent during three or more separate rental periods from people other than the tenant named on the rental agreement, you may be accepting new tenants or new rental agreement terms.

☑ **If you have reason to believe that a person not on the lease is living in the unit, pursue the issue immediately.** If you take no action to correct the behavior, and you accept rent during three or more separate rental periods knowing the tenant has allowed others to move in, you have accepted the others as tenants as well. If, contrary to your written rental agreement, your tenant allows others to move in, Oregon landlord-tenant law allows landlords with most types of rentals to serve a notice that advises the tenant to correct the problem in 14 days or face termination of the rental agreement at the end of 30 days (see the chapter on Crisis Resolution for more detail). Alternately, you could require that the person who is not on the lease fill out an application and pass your screening process in order to stay, either as a tenant or as a “temporary occupant” as defined in ORS 90.275.²

☑ **If you have habitability or code violations at your property, fix them.** Maintaining habitable housing for tenants is the most important of a landlord’s responsibilities. In addition, if your tenant complains to a code enforcement agency, such as Portland’s Bureau of Development Services, or makes a good faith complaint to you about issues related to the tenancy, some of your rights as a landlord may be compromised. For example, if your tenant complains in good faith about issues related to the tenancy, serving a 30-day or 60-day no-cause notice would be considered an act of retaliation by the landlord and thus not allowed.

☑ **If a tenant doesn’t pay the rent, address the problem.** This sounds obvious, but for some it isn’t. Some landlords have let problem tenants stay in a unit not just weeks after the rent was overdue, but months. While flexibility is important in making any relationship work, be careful about being too flexible. There is a difference between being willing to receive rent late during a single month and letting renters stay endlessly without paying. If you wish to allow your tenants to live in your unit for months on end rent-free, you may do that, but if you don’t wish that to happen, don’t let it. The law gives you the ability to prevent this situation, even with very irresponsible tenants. For notice options in a nonpayment situation, see the chapter on Crisis Resolution.

¹ See ORS 90.412 Waiver of termination of tenancy. This part of the statute was updated by the 2007 legislature.
² When screening for a temporary occupancy agreement rather than for tenancy, a landlord may screen for “issues regarding conduct or for a criminal record” but not for credit history or income level. See ORS 90.275 for more information.
If neighbors call to complain of problems, pursue the issue; don’t ignore it. Although it does happen, few neighbors call landlords about minor problems. If a neighbor calls, find out more about the problem and take appropriate action. If there are misunderstandings, clear them up. If there are serious problems with your tenants, address them. The chapter on Crisis Resolution gives additional information about steps to take when a neighbor calls to complain. (Also, if the problems reported by neighbors include domestic violence or child abuse, make sure it is reported to police right away and then find out other ways that you can help to stop the victimization. References to domestic violence resources are provided in the Appendix of this manual.)

Overall, if you respect the integrity of your own rules, the tenant will too. If you let things slide, the situation can muddy fast. It may mean more work up front, but once the tenant is accustomed to your management style, you will be less likely to be caught by surprises.

Habitability Requirements

The following describes some of the basic habitability requirements that apply across the state of Oregon. Landlords are encouraged to be familiar with this section and those with units in Portland should also read the chapter on Portland’s Property Maintenance Code starting on page 5 of this manual.

Oregon law calls it maintaining the premises in a “habitable” condition. The Section 8 program calls it “decent, safe, and sanitary” housing. For a legal description, see ORS Chapter 90 and, if applicable, your Section 8 Housing Choice Voucher contract. On some issues, habitability requirements for federally subsidized rentals, including housing rented to Section 8 participants, exceed the requirements defined by Oregon’s Residential Landlord and Tenant Act.

Also, the habitability requirements of state landlord-tenant law may not be as comprehensive as local housing maintenance code. Although some communities in Oregon have no local maintenance code, others — such as Gresham, Tigard, Keizer, Klamath Falls, Salem, Springfield, and Portland — have housing maintenance regulations that require more than the basic obligations defined in the State’s Residential Landlord and Tenant Act. Local maintenance regulations often parallel the State’s requirements, but are more specific in their requirements. With that in mind, the following is what the State law requires. Note that, under State law, both landlords and tenants have obligations.

Landlord Responsibilities

The basic requirement for landlords is to provide the tenant with a “habitable” unit at the time the tenant moves in and provide such repair and maintenance as is necessary to keep the unit habitable. Of course, if a problem is caused by the tenant’s negligence or deliberate acts, the landlord may hold the tenant financially responsible for the cost of making repairs and may also serve eviction notices to address the problem behavior — the type of noticed used will depend on the severity of the tenant’s behavior. (For more on notice options, see Crisis Resolution.) See the ORS Chapter 90 (available online at www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx) for more on this topic.

Overall, landlords must provide:

---

1 The requirements for landlords and tenants provided in this section are generally drawn from ORS 90.320 and 90.325. For information on Portland’s Housing Maintenance Regulations, see Title 29 of the Portland City Code.
A weatherproof exterior. Water and weatherproofing of roofs, exterior walls, doors, and windows.

Basic components in sound condition. The floors, walls, ceilings, stairways, and railings must be maintained in good repair.

Supply and maintenance of required systems. An adequate heating system, electrical lighting and wiring system, and plumbing facilities. Also a water supply that is under either the landlord’s or the tenant’s control, provides hot and cold water, offers safe drinking water, and is connected to a maintained sewer system. In general, each required system must, at minimum, comply with building codes that were in place at the time of installation.

Safe and clean premises. At the beginning of the rental agreement, both the building and the surrounding property must be safe for normal and foreseeable uses and the premises must be clean, sanitary, and free of rubbish, vermin, rodents, and garbage. Also, any areas of the property that remain in control of the landlord after the rental agreement begins (e.g., common areas on multifamily property) must be maintained in that condition by the landlord.

Garbage removal. An adequate number of garbage receptacles and assurance that garbage will be removed on a regular basis. Most Oregon landlords outside of Portland may meet this obligation by requiring the tenant to fulfill it through the written rental agreement; so the landlord could require that the tenant provide garbage cans and arrange for garbage removal. If you are a Portland landlord, your obligation is different: Portland’s Housing Maintenance Regulations require that landlords of Portland rental property provide garbage receptacles capable of holding at least 20 gallons for each unit and subscribe to weekly composting and recycling and every-other-week garbage service for each rental unit. While State statutes allow a landlord to require, through the rental agreement, that the tenant purchase regular garbage service, the City code in Portland requires that landlords of Portland properties pay for such service directly.

Appropriate maintenance of other supplied systems. Maintenance of ventilating, air conditioning, and other facilities or appliances, if supplied or required to be supplied (such as elevators in a high rise) by the landlord.

Safety from fire hazard. This includes providing an installed, working smoke detection device at the beginning of the tenancy. For more information on smoke alarm or smoke detector compliance, see the discussion on page 39.

Also, the phrase from the Oregon statutes “safety from fire hazards” refers to more than just a smoke detector or alarm. For example, housing maintenance codes consistently require secondary exits in all sleeping rooms. This means that each sleeping room must have an exterior door that opens or have a window that opens far enough to meet requirements for emergency escape or rescue. A window in a sleeping room that is painted shut may be more than just an irritation. It could also be a trap, blocking the only means of escape in the event of a fire. For more information on things to look for when conducting a fire-safety inspection of your property in Portland see pages 106 and 107 in the Appendix.

Carbon monoxide alarms for dwellings that have CO sources. Effective for all rental units after April 1, 2011, landlords must ensure that a carbon monoxide alarm is installed in each dwelling unit where the dwelling, or the structure in which the dwelling unit is a part, contains a carbon monoxide source (defined as either "a heater, fireplace or cooking source that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a by-product of combustion" or an attached garage). Broadly speaking, rules for disclosure and responsibility appear designed to follow the same type of structure already in place for smoke alarms.
**Door locks and window latches.** Working locks for all dwelling entrances and keys for the locks. Working latches for any windows that could permit access into the tenant’s rental unit, unless a local code does not permit window latches (generally, local codes permit such latches so long as they can be operated without the use of separate tools or any special knowledge or effort).

**Tenant Responsibilities**

The essential requirements for tenants are to take care of the property through basic housekeeping, behave as good neighbors, and at the end of the tenancy, return the property to the landlord in the same condition they received it, less only normal wear and tear. In addition to other applicable rental agreement provisions, tenants are required by State law to:

- **Use the property appropriately.** Use the various parts of the premises — bedrooms, kitchens, bathrooms, etc. — in a reasonable manner considering their intended purpose and design.
  
  Also, the unit may only be used for dwelling purposes (and not, for example, to run a business) unless the tenant and the landlord agree otherwise (see ORS 90.340). Of course, in addition to the landlord’s consent, the tenant may also need a local permit to operate a business from a residential dwelling.

- **Keep it clean and take out the garbage.** Keep the premises clean, sanitary, and free from accumulations of debris, rubbish, filth, and garbage, as well as rodents, and vermin (to the degree this is controllable by a tenant in a single unit). Dispose of garbage, ashes, rubbish and other waste cleanly and safely. Keep plumbing fixtures clean.

- **Use appliances and facilities appropriately.** Use in a reasonable manner the various systems and appliances provided at the premises such as electrical, plumbing, sanitary, heating, ventilating, and others. This applies to the common areas also, so elevators and other shared facilities must also be used appropriately.

- **Cause no damage.** Tenants must not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or permit another person to do so. Note that a “negligent” act could include a tenant’s failure to notify the landlord of a problem. For example, if a tenant is aware that a pipe has broken during a cold spell but does not tell the landlord, structural rot and other water damage resulting from long-term use of the broken pipe could be considered a result of the tenant’s negligence.

- **Test the smoke detector/alarm and (where required) carbon monoxide alarm and replace batteries.** Tenants are obligated to test the smoke detection devices and installed carbon monoxide alarms in their units at least once every six months, to replace batteries as needed, and to notify the landlord in writing of any operating deficiencies in the devices. They also may not tamper with a functioning alarm or detector, including the removal of still working batteries for any reason other than immediate replacement. (Note that Portland Fire & Rescue recommends going beyond the requirements of Oregon landlord-tenant laws and encourages the practice of both monthly testing and periodic cleaning of smoke-sensing devices by vacuuming out dust or debris that can hinder the sensing unit.) For more information on smoke alarms, smoke detectors, and carbon monoxide alarm compliance, see the discussion on page 39.

- **Be respectful of the neighbors.** The tenant, and others on the premises with the consent of the tenant, must behave in a way that does not disturb the peaceful enjoyment of the premises by neighbors. Note that tenants are responsible for the behavior of their guests. From an enforcement standpoint, it makes little difference whether the actual tenant is disturbing the
neighbors or guests of the tenant are disturbing the neighbors. Either way, the landlord can require the tenant to “cure or quit” — stop disturbing the neighbors or move out. For more information on enforcing landlord-tenant law, see the chapter on Crisis Resolution.

As you review the rights and responsibilities of both landlords and tenants, remember also who enforces landlord-tenant law: Enforcement is primarily up to the parties in the relationship, the landlord and the tenant. So, while the law identifies various tenant responsibilities, if tenants are not following the law, it is up to the landlord to enforce it, by requesting that the tenant correct the behavior or by serving one of the notices defined in the law. Likewise, if a landlord is not following landlord-tenant law, it is generally up to the tenant to take appropriate action to cause the landlord to correct the problem.

Other Responsibilities

A landlord’s responsibilities are defined throughout the Residential Landlord and Tenant Act and elsewhere in state, federal, and local law. A landlord’s responsibilities typically fall into three areas: The condition of the premises as delivered to the tenant, the obligation to maintain the unit once it is occupied, and the obligation to respect the rights of the tenant. In addition to meeting the habitability requirements described in the previous section, landlords are generally required to:

✓ Respect the tenant’s right to private enjoyment of the premises. It has been a basic characteristic of landlord-tenant relationships for hundreds of years that, once the tenancy begins, the tenant has the right to be left alone. With some specific exceptions for such activities as serving notices, conducting maintenance inspections, doing agreed-upon or necessary repairs or yard maintenance, or showing the unit for sale or rent, the landlord must respect the tenant’s right to private enjoyment of the unit in much the same way that an owner-occupant’s right to privacy must be respected. In those areas where a landlord does have a right to access, the landlord must follow the legal notification process (see Property Inspections, page 50).

✓ Avoid retaliation against a tenant. Generally, a landlord may not retaliate against a tenant who is legitimately attempting to cause the landlord to meet his or her responsibilities. For example, a landlord may not increase rent, decrease service, attempt to evict, or take other retaliatory action in response to a tenant making a good faith request of the landlord to repair a worn-out furnace, fix a rotting step, or take other actions that fall within the landlord’s responsibility under the law. For a complete list of behaviors that are protected from retaliation, see ORS 90.385.

✓ Avoid illegal discrimination. As discussed earlier, you may not use protected class distinctions to screen applicants or to treat tenants differently once you enter into a rental agreement. For information about the application of civil rights laws, see page 12 in the chapter on Applicant Screening.

✓ Enforce the terms of the rental agreement and landlord-tenant law. While both the rental agreement and the law will identify various required behaviors of tenants, it is generally up to the landlord to make sure the tenant complies. Essentially, unless the landlord takes action to correct the problem, there are few other mechanisms to correct difficulties associated with problem tenants. If the tenant is not in compliance, it is up to the landlord to request that the tenant correct the behavior or to serve the appropriate notices defined in the law. The reverse is true as well — when landlords are not complying with their responsibilities, it is typically up to the tenant to take the initial action to cause landlords to comply.
Of course, if your problem tenants are involved in criminal behavior for which there is enough evidence to make an arrest, the police may be able to arrest the tenant as well. However, while arrest may remove a tenant from the dwelling temporarily, you may still need to serve an eviction notice to regain possession of the property. For more information on these issues, see the chapters on Crisis Resolution and The Role of Police.

Property Inspections

A cornerstone of active management is the regular inspection of the rented property. Unless you inspect, you can’t be sure you are meeting your responsibility to provide safe and habitable housing. In addition, maintaining habitable property protects your ability to pursue eviction, should you need to do that. If a tenant can claim that you are not meeting your responsibilities, you may have difficulty succeeding with an eviction attempt. Conversely, if it is clear you make every effort to meet your responsibilities (and document it), a tenant will be less inclined to fight an honest eviction effort.

While the purpose of an inspection is to care for the unit and ensure its habitability, regular maintenance inspections can also help to deter intentional property damage and other types of illegal activity. For example, if tenants know that the landlord actively manages the property, they aren’t likely to make illegal modifications to the rented property. Further, visits can help catch problems associated with illegal activity before they get out of hand. For example, it is common for drug dealers to cause damage to a rental unit that is way beyond “normal wear and tear” — a problem that could be observed, documented, and addressed through the process of a regular maintenance program. Though early discovery of such damage is a possibility, the more frequent impact of a maintenance program on illegal activity is basic prevention. Illegal activity is less likely to happen at property where the landlord has a reputation for concerned, active management.

The key to a successful property inspection program is avoiding the adversarial position sometimes associated with landlord-tenant situations. An inspection program done properly should be welcomed by your good tenants. Begin by setting an inspection schedule and following it. Many active landlords recommend inspecting property at least every six months. The basic steps include:

1. **Give at least 24-hours’ notice prior to inspecting the property.** With such a notice, the tenant must not “unreasonably” withhold consent to your entry onto the property. If the inspection is routine, keep the approach friendly — for example, give more than 24 hours’ notice when convenient to do so. If your tenant requests that you come at a different time from the one you suggested, work out a better, mutually-agreeable time to enter the unit — responsible tenants will value your understanding and flexibility.

   Note that, unlike lease enforcement notices, this notice does not have to be provided in writing, though it is generally a good idea to do so. What is required is something called “actual notice.” For those procedures where the law requires only “actual notice” you could, for example, give the notice verbally, either directly to the tenant or in the form of a message.

---

1 For those who manage manufactured dwelling and floating home facilities, if the tenant owns the home, then the inspection is generally of the rented exterior space only. Facility managers should see ORS 90.725 *Landlord access to rented space; remedies* for special rules relating to facility situations. For all other landlords, the inspection involves the interior of the dwelling unit as well (see ORS 90.322).

2 See ORS 90.322 for most rental situations. However, if you are managing a floating home or manufactured dwelling “facility” see ORS 90.725.
left on the tenant’s telephone answering device. However, because verbal notices make poor paper trails you are generally better off giving notices in writing. For more on the definition of “actual notice” see the description in ORS Chapter 90.150.

Recognize also that tenants certainly have the right to deny a landlord entry. However, if the denials become “unreasonable” (for example the tenant consistently refuses to negotiate a different entry time with the landlord), the landlord may serve a notice that requires the tenant to permit the landlord’s entry or face eviction (see the chapter on Crisis Resolution for more information).

2. **Find and address code and habitability problems.** When you inspect the property, check for maintenance problems and handle any routine maintenance, such as replacing the furnace filter. Discuss with the tenants any concerns they have (also consider sharing a copy of Portland Fire & Rescue’s Tenant Fire Safety Checklist shown on page 107 and encourage them to review it). Make agreements to remedy problem areas. Then repair what needs to be fixed.

*Note:* If a tenant is going to handle repairs or minor remodeling, make sure you specify the terms and conditions in writing, including spelling out the tenant’s compensation for the work to be done. Do not pressure tenants to handle repairs for you or ask them to do it for free.

**Utilities**

There are some instances when the shutting down of utilities is a symptom of illegal activity or an indicator of serious property damage. For example as heavy drug users get more involved in their drugs, paying bills can become less important. You may stipulate in a rental agreement that the tenant is responsible for utility bills, but if the tenant is so negligent that water, heat, or electricity is cut off, the property is no longer legally habitable — and you have a responsibility to rent habitable housing.

You have grounds for serving a for-cause eviction notice (typically with a 14-day remedy option) if tenants are not in compliance with a rental agreement stipulating that they pay their own utilities. You may face penalties if you continue renting a unit that lacks these basic services. If the utilities are shut off, address the situation as soon as you discover it.

**Keep a Paper Trail**

Verbal agreements carry less weight in court. The type of tenant who is involved in illegal activity and would choose to fight in court will know that. So keep a record of your agreements and provide copies to the tenant. Just having tenants know that you keep records may be enough to motivate them to stay out of court. You will need to retain documentation that shows your good-faith efforts to keep the property habitable and shows any changing agreements with a tenant, dated and signed by both parties.

**Trade Phone Numbers with Neighbors**

Landlords of single-family residential housing sometimes don’t hear of dangerous or damaging activity on their property until neighbors have written to city hall, housing maintenance inspectors
have cited the property, or the police are already planning an undercover drug buy. Often the situation could have been prevented if the landlord and area neighbors had established a better communications link.

Find neighbors who seem responsible, concerned, and reliable. Trade phone numbers and ask them to advise you of serious concerns. You’ll know you have found the right neighbors when you find people who seem relieved to meet you and happy to discover you are willing to work on problems. Conversely, if neighbors seek you out, work with them and solicit their help in the same way.

Landlords and neighbors tend to assume their relationship will be adversarial. Disarm any such assumptions and get on with cooperating. If you both want the neighborhood to remain healthy and thriving, you are on the same side and have nothing to gain by fighting each other.

Fire Inspections at Multifamily Property

In the City of Portland, residential buildings containing three or more units are inspected by Portland Fire & Rescue. The fire code allows Portland Fire & Rescue to regulate the common areas of the property (e.g., outside grounds, laundry rooms, hallways, stairwells, storage basements, etc.). The fire inspector does not inspect the individual living units. The landlord or property manager is responsible for inspecting the individual dwelling units.

General Fire Safety Tips

The following information is based on information provided by Portland Fire & Rescue.

1. **Kitchen fires.** Kitchen fires contribute to a large number of house fires, resulting in significant property loss, injury and death. Remind your tenants to keep the stove and oven area clear of combustibles and free of grease buildup, and never leave cooking unattended. If a cooking fire starts, attempt to smother it with a pot lid. Never throw water on a grease fire. Portland Fire & Rescue recommends keeping a fire extinguisher available in the kitchen area.

2. **Smoking material.** Every year in the United States, almost 1,000 smokers and non-smokers are killed in home fires caused by cigarettes and other smoking materials. These fires can start inside or outside of the home. Careless outdoor smoking habits (tossing cigarettes into flower-beds, grass, etc.) contribute to fires that begin outside and spread to nearby structures. If smoking is allowed on your property, provide proper disposal receptacles that are tip-proof and made of non-combustible material. Keep an eye out for discarded smoking materials on your property. Never smoke in a home where oxygen is used.

3. **Barbeque safety.** Barbeques may not be operated on combustible balconies or within ten feet of combustible construction, except where structures are protected by an automatic fire sprinkler system. Make sure that the barbecue is not used near material that could catch fire. Always dispose of used charcoal and/or ashes in a non-combustible, metal container.

4. **Candle safety.** Use of candles in dwelling units should be discouraged. If candles are used, they should be contained in sturdy, tip proof holders designed to catch any wax. They should be kept clear of combustibles, and never left unattended.
5. **Portable space heaters.** Portable, electric space heaters must be kept at least three feet from combustible materials (such as curtains, furniture, bedding, or similar). Only UL listed and labeled space heaters may be used. It is recommended the space heater have a tip-over switch that automatically shuts off the power if the unit is tipped over. Portable heaters should be plugged directly into an electrical receptacle.

6. **Recreational fires.** Outdoor recreational fires should be discouraged on all properties. If you do allow recreational fires, keep in mind that Portland Fire Code allows only very limited types of outdoor burning within the Portland City limits, including small “recreational fires” (which would burn only clean, dry, cord-type firewood as in a standard campfire setting) at approved distances from structures. The fire must be less than 3 feet in diameter with a pile less than 2 feet in height. These recreational fires must be no closer than 25 feet from a structure, including any decks. There is one exception to the 25-foot-rule, which is this: Fires contained in approved fireplace-type receptacles or chimneys must be no closer than 15 feet from a structure. In addition, a responsible person must be in attendance at all times with a fire extinguisher or similar approved equipment such as a garden hose with a nozzle that is turned on and ready to go — Portland Fire & Rescue recommends the ready-to-go garden hose as the best fire extinguisher for this situation.

Pay careful attention to factors that often contribute to property loss such as the type of materials being burned, the proximity of fire to combustibles, and weather conditions. Again, *the safest approach would be to set a rule that prohibits outdoor recreational fires at your property* and enforce it if necessary.

7. **Flammable liquids.** Gasoline and other flammable liquids should be stored in approved containers, outside of all dwelling units.

8. **Propane cylinders.** Propane cylinders should be secured to prevent dislodgement and stored outside the dwelling. Permits must be obtained from the Fire Marshal’s Office for the installation of liquefied petroleum gas (LPG) of 100-gallon water capacity or more.

9. **Fire hydrants.** Fire hydrants and other fire department connections on or near your property must have a minimum three feet of clear space maintained around them. Making it as easy as possible for firefighters to locate and connect to fire hydrants on scene can be the difference between a small fire and a major property loss.

For more information about fire safety, including additional advice you can share with your tenants and a quiz to test your knowledge of important fire safety practices, visit portlandoregon.gov/fire/ and click on “Your Safety,” then “Fire Prevention & Safety Information,” and “Top Fire Causes and Quiz.” Or go directly to: portlandoregon.gov/fire/article/469174.
APARTMENT WATCH/PROMOTING COMMUNITY

How to turn an apartment complex into a community

COMPLAINTS WE HAVE HEARD:

“We already have an ‘apartment watch.’ The tenants get together and watch the manager to see if I screw up!”

ADVICE WE WERE GIVEN:

“Please teach landlords that their good tenants can help.”

“We started doing apartment watch meetings because we wanted to reduce crime. We’ve kept it up because it is also good for business.”

The information provided in this chapter is also the basis for the recommended steps for participating in the Enhanced Safety Properties Program. This chapter describes the general application of apartment watch & community building in rental property. See the separate chapter on Portland’s ESP program to find out about specific “certification” requirements.

The Basics

When good landlords and good tenants work together for the common goal of a safe community, everyone benefits.

Benefits

In multi-family units, unless your tenants report suspicious behavior, you may not find out about illegal and property damaging activity until the problem becomes extreme. Some people, tenants and homeowners alike, are frightened to report illegal activity until they discover the “strength in numbers” of joining a community watch organization. Whether you call your efforts “apartment watch,” “community pride,” or “resident retention programs,” the goal is the same: Transforming an apartment complex into a community.

Organizing a community is more than just encouraging tenants to act as “eyes and ears.” In the absence of a sense of community, the isolation that residents feel can lead to apathy, withdrawal, anger — even hostility — toward the community around them. Organizing efforts can lead to profound changes: As apartment residents get to know each other and the manager, a sense of community, of belonging, develops and neighbors and tenants are more willing to do what it takes to keep a neighborhood healthy.
Apartments where a sense of community is enjoyed often have more stable tenancies and lower crime problems than similar complexes that are not organized. Managers who have initiated such efforts note these benefits:

- Lower turnover, leading to considerable savings.
- Less damage to property and lower repair bills.
- Reduced crime.
- A safer, more relaxed atmosphere for the tenants.
- A positive reputation for the complex, leading to higher quality applicants and, over time, increased property values.

The key to effective cooperative community building is to have the property manager take the lead and make sure the efforts are ongoing. Community organizing that is run entirely by tenants may have less long-term stability, simply because it is the nature of rental housing that tenant turnover will occur and key organizers will move on. For this reason, having the manager keep the program going is an important part of a successful program. Further, if management waits until the tenants are so fed up that they organize themselves, the relationship may turn sour from the start. If management takes a proactive role in helping tenants pull together for mutual benefit, the opportunity for a positive working relationship is great. Tips include:

1. **Clean house if necessary.** If you believe you have tenants who are involved in criminal behavior, resolve the issue before you invite tenants to a building-wide meeting. Your good tenants may be frightened to attend a meeting where they know problem tenants might show up. In addition, they may question your motivation if you appear to encourage them to meet with people involved in illegal activity. So before you organize, you will need to evict problem tenants and make sure that improved applicant screening procedures are in place. Until then, rely on informal communications with good tenants to help identify and address concerns.

2. **Make community activities a management priority.** Budget for the expense and consider promotion of such activity a criterion for management evaluation. It is not an afterthought. It is not something that resident managers should “get around to” if there is time. Unless managers make community organizing a priority, it will not get done.

3. **Hold meetings/events quarterly.** Don’t expect great results from the first meeting, but do expect to see significant differences by the time the third or fourth is held.

4. **Meet in the common areas if possible.** While small meetings can be held in the manager’s office, a vacant unit, or — should a tenant volunteer — in a tenant’s apartment, more people will feel comfortable participating if they can meet on “neutral” territory. Also, if you can hold events in courtyards or other outdoor locations, you may have more room to structure special events for children in the same area.

5. **At each event, encourage people to meet each other.** Regardless of other specific plans for meetings, take basic steps that encourage people to meet each other. Simple steps done faithfully can make a big difference over time. At each event:
   - **Use name tags** in order to break down the walls of unfamiliarity for newcomers.
   - **Begin any formal meeting by having people introduce themselves by name.**
   - **Allow time at each event for people to socialize,** especially after introductions have happened and the meeting agenda is underway. Once the event is underway, participants will have the shared experience of the meeting with which to start a conversation.
✔ **Offer refreshments.** Whether it is as simple as coffee and pastries or as involved as a potluck or a summer barbecue, free food can attract many to a meeting who might not otherwise have attended.

✔ **Include activities for children and teenagers, as well as for adults.** Getting children involved in games and other events will provide a positive experience for the children and help encourage parents to meet each other. Also, like adults, when children and teenagers get to know their resident manager better, they are more likely to share information. This is important because teenagers, in particular, may have information about a community problem of which the adults are unaware.

6. **Hold “theme” events and special meetings as appropriate.** There is a balance between holding a purely social event and a meeting for the purpose of addressing an agenda. The balance at each meeting can vary, but it is important to provide some of both. At least one of the meetings held each year should be primarily for the purpose of celebration, a holiday party in the winter or a “know your neighbor” barbecue in the summer. Others can offer a time for socializing and a time for covering an agenda. Meeting agendas can be as varied as the types of apartments and people who populate them. Tenants should be involved in selecting the agenda. In general pick topics that either:

✔ **Represent a direct concern to a number of tenants.** If there are immediate concerns, such issues should take priority over other agenda items. If tenants are concerned about gang violence in the neighborhood, less pressing topics may seem irrelevant.

✔ **Provide new information about the local community.** This could take any number of forms. You might invite merchants from the area, fire fighters, police officers, members of neighborhood associations or other community groups, social workers, employment counselors, or any number of other people who could share useful information with tenants.

Also, remember the importance of keeping meeting agendas on track, interesting, and focused on tangible, measurable outcomes. If tenants experience that meetings rarely address the published agenda, interest will shrink quickly.

7. **Nurture a sense of shared responsibility.** While it is important for management to support the community-building process, it should not be a one-way street. Leadership in the complex should be nurtured and volunteers recruited at each meeting to assist with the next meeting, program, or event. The more that residents experience the community-building process as a joint effort of management and tenants, the more they will appreciate it. Promoting a sense of shared responsibility can be accomplished in many ways. Here are just a few tips:

✔ **Ask for volunteers to serve on an advisory council.** The council could meet informally once a month to discuss issues of concern in the complex and plan upcoming community-wide events. Don’t be discouraged if only one or two people get involved initially. With success, more will join.

✔ **Whenever possible, have tenants set meeting agendas.** Whether it is through a tenant council or simply by collecting suggestions at community events, make sure tenants know they play a key role in defining the direction of community-building efforts.

✔ **Give tenants a chance to comment on plans for the property.** Even the simplest issues can be turned into opportunities for community-building. For example, if a fence is going to be built or replaced, before going ahead with the work, discuss the plans at a meeting and allow tenants to air concerns or suggestions. You may hear some new ideas that can make the end result more attractive. In those situations where you cannot act on a suggestion, you have the opportunity to explain your reasons to your tenants.
and at least have them experience a level of participation that they did not previously have. Along similar lines, by listening to tenant concerns, you may discover that a relatively simple adjustment in policy can result in a significant increase in overall tenant satisfaction.

8. **Pick projects that can succeed.** Don’t promise more than you can deliver. Make sure that easily implemented changes are done promptly so that tenants can see the results. While it is important to take on the larger goals as well (such as getting rid of drug activity in the rest of the neighborhood), short-term results are needed to help tenants see that change is possible.

9. **Develop a communications system.** This can be as elaborate as quarterly or monthly newsletters complete with updates from management, articles from tenants, advertisements from local merchants, and referrals to local social service agencies. Or it may be as simple as use of a centrally located bulletin board where community announcements are posted. Whatever the process, the key lies in making sure that your tenants are aware of the information source and that they find it useful enough to actually read.

10. **Implement basic crime prevention measures.** In addition to the general community-building techniques described earlier, various basic Crime Watch techniques can also be implemented. Apartment Watch training should be provided to your involved tenants prior to getting underway. Contact a crime prevention coordinator in your area for more details. Crime prevention specialists can help facilitate the first Apartment Watch meeting and discuss the practices of local law enforcement. Examples include:

   - **Make sure tenants have the manager's phone number readily accessible, and that they know to call if they suspect illegal activity.** Of course, tenants should call 9-1-1 immediately if they witness a crime in progress, domestic violence, child abuse, or any life-threatening, emergency situation. They should also contact police non-emergency services to discuss illegal activity that is not immediate in nature. Encourage tenants to contact the manager after they have contacted 9-1-1, in the case of immediate and life-threatening situations, as well as to contact management any other time they suspect illegal activity in the complex. The sooner your tenants advise you of a problem, the more opportunity you have to solve it before the situation gets out of hand.

   - **Encourage tenants to develop a list of phone numbers for each other.** By sharing phone numbers, tenants will be able to contact each other with concerns, as well as able to organize reporting of crime problems by multiple tenants. Note that sharing phone numbers among tenants should be done on a voluntary basis only. Those who do not want to participate should not be required to do so.

   - **Distribute a list of local resources.** The resource list should include numbers for police, fire, and medical emergency services (9-1-1 in most areas) as well as phone numbers for local crime prevention assistance, substance abuse hotlines, employment assistance, and any number of other services and organizations that may be able to assist your tenants.

   - **Purchase a property engraver for each complex.** Encourage tenants to engrave their driver's license number on items of value such as video recorders, cameras, televisions, and similar items. Then post notices of the fact that tenants in the complex have marked their property for identification purposes. Burglars would rather steal property that can't be traced.

   - **Teach crime awareness/crime prevention.** You can help your rental community become a safer one by making sure tenants have information about such issues as:
     - How to contact police, both emergency and non-emergency numbers.
- Recognizing and reporting domestic violence or child abuse/neglect.
- Burglary prevention.
- “Street smarts” — how to walk, shop, bank, and drive with a reduced chance of becoming a crime victim.
- How to spot the warning signs of illegal drug activity and where to report such activity.

✓ Apply “Crime Prevention Through Environmental Design” changes. If tenants cannot see the problem, they cannot report it. The chapter on Preparing the Property covers environmental design approaches in detail. Essentially, it is important that lighting, landscaping, and building design combine to create an environment where drug dealers, burglars, and other criminals don’t want to be and, equally, where well-behaved people do want to be. Make it difficult to break in, close off escape routes, and make sure accessible areas can be easily observed by people throughout the complex.

11. Encourage nearby neighbors and apartment complexes to get involved. Solving the whole problem may require encouraging similar steps in adjacent apartment complexes or making sure neighbors in nearby single-family homes also get involved. As a starting point, invite area neighbors to some of the community events held at the complex each year.

Many of the steps described in this chapter are not easy, and it is common for first-time organizers to become deeply discouraged when they discover, for example, how few people show up to the initial meetings that are called. Our main advice: Stick with it. The changes that these techniques can cause are very significant, but they happen only with repetition, over time.
WARNING SIGNS OF DRUG ACTIVITY

The sooner it is recognized, the faster it can be stopped.

COMPLAINTS WE HAVE HEARD:

“The neighbors tell me my tenants are dealing drugs. But I drove by three different times and didn’t see a thing!”

ADVICE WE WERE GIVEN:

“You’ve got to give up being naive. We could stop a lot more of it if more people knew what to look for.” — Narcotics detective

The Signs

The following lists describe signs of drug activity that either you or neighbors may observe. As the lists will show, many indicators are visible at times when the landlord is not present. This is one reason why a solid partnership with trusted neighbors is important.

Also, while some of the indicators are reasonably conclusive in and of themselves, others should be considered significant only if multiple factors are present.

This list is primarily targeted to tenant activity. For information on signs of dishonest applicants, see the chapter on Applicant Screening.

Dealing

Dealing locations are like convenience stores; there is high customer traffic with each customer buying a small amount.

Neighbors may observe:

- **Heavy traffic.** Cars and pedestrians stopping at a home for only brief periods. Traffic may be cyclical, increasing on weekends or late at night. Or it may be light for a few weeks and then intense for a period of a few days, particularly paydays.

- **Exchanges of money.** Cash and packets traded through windows, mail slots, or under doorways.

- **Lack of familiarity.** Visitors appear to be acquaintances rather than friends.
- **People bringing “valuables” into the unit.** Visitors regularly bring televisions, bikes, computers, cameras, and leave empty-handed.

- **Odd car behavior.** Visitors may sit in the car for a while after leaving the residence or may leave one person in the car while the other visits. Visitors may also park around a corner or a few blocks away and approach on foot.

- **“Lookouts.”** Frequently these will be younger people who tend to hang around the property during heavy traffic hours.

- **Regular activity at extremely late hours.** For example, frequent commotion between midnight and 4:00 a.m. on weeknights. (Both cocaine and methamphetamine are stimulants. Users tend to stay up at night.)

- **Various obvious signs.** This may include people exchanging small packets for cash, people using drugs while sitting in their cars, syringes on the lawn, or other paraphernalia lying about. 

  *Landlords may observe:*

- **Failure to meet responsibilities.** Failure to pay utility bills or rent, failure to maintain the house in appropriate condition, general damage to the property. Some dealers smoke or inject much of their profits. As they get more involved in the drugs, they are more likely to ignore bills, maintenance, or housekeeping.

**Distribution**

Distributors are those who sell larger quantities of drugs to individual dealers or other, smaller distributors. They are the “wholesale” component, while dealers are the “retail” component. If distributors are not taking the drugs themselves, they can be difficult to identify. A combination of the following indicators may be significant:

- **Expensive vehicles.** Particularly when owned by people otherwise associated with a lower standard of living. Some distributors make it a practice to spend their money on items that are easily moved; so they might drive a $50,000 car while renting a very inexpensive unit.

- **Regular car switching.** Especially at odd hours — the people arrive in one car, leave it at the premises, and use keys already in their possession to get into another car and drive off.

- **A tendency to make frequent late-night trips.** Many people work swing shifts or have other legitimate reasons to come and go at late hours. However, if you are seeing a number of other signs along with frequent late-night trips, this could be an indicator.

**Meth Labs**

Methamphetamine labs can do serious and expensive harm to property quickly. Once the operator has collected the chemicals and set up the equipment, it doesn't take long to cook the drugs. Depending on the method used, a batch can be “cooked” in as little as four hours. Clandestine labs have been set up in all manner of living areas, from hotel rooms and RVs, to single-family rentals or apartment units. Lab operators favor units that are secluded. In rural settings it’s barns or houses away from other residences. In urban settings it might be houses with trees and shrubs blocking the views or apartments that are well away from easy view by management. However, while seclusion is preferred, clandestine labs have been found in virtually all types of rental units.
Landlord Training Program, 16th Oregon Edition

Warning Signs

Neighbors may observe:

- **Odd chemical odors.** The smell of chemicals or solvents not typically associated with residential housing.
- **Chemical containers.** Chemical drums or other containers with their labels painted over.
- **Strong ammonia smell.** Very similar to cat box odor. (This is associated with the amalgam process of methamphetamine production, which has fallen out of favor with meth cooks.)
- **Smoke breaks.** If other suspicious signs are present, people leaving the premises just long enough to smoke may also be an indicator. Ether, which is highly explosive, is used in meth production. Methamphetamine “cooks” need to get away from it before lighting up.

Landlords may observe:

- **Many empty containers of over-the-counter cold or allergy medicines.** Faster methods of cooking methamphetamine require the use of large quantities of cold medicines that contain the drug ephedrine. The average cold sufferer may leave one or two empty cold medicine containers in the trash. The presence of many such empty boxes, bottles, or blister packs is a definite warning sign. (Fortunately, this method of meth production has been curtailed substantially in recent years by the introduction of laws that make it more difficult to purchase ephedrine-based medicines anonymously.)
- **A large number of matchbooks in the units.** Cooks may use hundreds, or even thousands, of matchbooks to get enough red phosphorus from their striker plates. As such, you may observe that someone has been purchasing matchbooks in surprisingly large quantities.
- **A dark red residue on countertops, coffee filters, or aluminum foil in the unit.** The red residue may be left from the use of red phosphorus in the manufacturing process.
- **Chemistry equipment.** In some labs you will see flasks, beakers, and rubber tubing consistent with high school chemistry classes. Very few people practice chemistry as a hobby. If you see such articles, don’t take it lightly.
- **Everyday items used in non-everyday ways.** While you might see high school chemistry equipment in a lab, it is more likely that you will see everyday items that have been pressed into service as chemical processing equipment instead. Milk jugs, screw-top beer bottles, or soda-pop bottles full of mysterious, dark or layered liquids. Coffee grinders with white or pink residue instead of the typical brown residue left from coffee grounds.
- **Equipment and chemicals in unusual places or quantities.** Heat plates and propane torches in a bedroom or living room instead of stored in the garage or basement. Lye, iodine, solvents, gasoline additives, drain cleaners, or alcohol in unusual quantities or unusual places. Any one of these might not be significant, but a few together, especially in the presence of other signs, could be cause for concern.
- **A maroon-colored residue on aluminum sashes or other aluminum in the unit.** The ephedrine process of methamphetamine production is a more expensive process, but it does not give off the telltale ammonia/cat box odor. However the hydroiodic acid involved does eat metals and, in particular, leaves a maroon residue on aluminum.
- **Strong ammonia/chemical odors.** A particularly strong cat box/ammonia smell within the house. May indicate usage of the amalgam process for methamphetamine production, though this process is infrequently used today. The odor of ether, chloroform, or other solvents may also be present in any type of lab.
Discarded chemistry equipment or other unusual items. Garbage containing broken flasks, beakers, tubing, or other chemical paraphernalia. Also, you may see quantities of matchboxes with their striker plates removed or lithium batteries that have been taken apart.

If you have reason to believe there is a meth lab on your property, leave immediately, wash your face and hands, and call police to report what you know. If you have reason to believe your exposure has been significant, contact your doctor. Some of the chemicals involved are highly toxic. For more information about meth labs, see the section in this chapter, If You Discover a Clandestine Lab, and refer to the Appendix for list of agencies to contact.

Illegal Marijuana Grow Operations

Those who are growing large amounts of marijuana illegally are generally involved in practices that are substantively different from those who grow in full compliance with Oregon’s Medical Marijuana law. Illegal grow operations are hard to identify from the street. They are more likely to be found in single-family residential units than in apartments. In addition to the general signs of excessive fortifications or overly paranoid behavior, other signs are listed below.

Neighbors may observe:

- **Electric wiring that has been tampered with.** For example, evidence of residents tampering with wiring and hooking directly into power lines.

- **Powerful lights on all night in the attic or basement.** Growers will be using powerful lights to speed the development of the plants.

Landlords may observe:

- **A sudden jump in utility bills.** Grow operations require strong lighting.

- **A surprisingly high humidity level in the unit.** Grow operations require a lot of moisture. In addition to feeling the humidity, landlords may observe peeling paint or mildewed wallboard or carpet.

- **Rewiring efforts or bypassed circuitry.** Again, grow operations require a lot of electricity; some use 1,000-watt bulbs that require 220-volt circuits. The extra circuitry generally exceeds the power rating for the house and can burn out the wiring, resulting in fires in some cases, or often the need to rewire before you can rent the property again.

- **Various obvious signs.** For example, basements or attics filled with plants, lights, and highly reflective material (e.g., tinfoil) to speed growing.

General

The following may apply to dealing, distribution, or manufacturing.

Neighbors may observe:

- **Expensive vehicles.** Regular visits by people in extremely expensive cars to renters who appear to be significantly impoverished.

- **A drop in activity after police are called.** If activity stops after police have been called, but before they arrive, this may indicate usage of a radio scanner, monitoring police bands.

---

1 In Oregon, medical marijuana laws permit a person who has been issued a “marijuana grow site registration card” to grow and possess marijuana legally in specified quantities for up to four “registry identification cardholders” for whom the person has agreed to grow marijuana. See discussion in the Rental Agreements chapter for more on the issues of medical marijuana and ORS 475.300 to 475.346 for the text of the law.
Unusually strong fortification of the unit. Blacked-out windows, window bars, extra deadbolts, or surprising amounts spent on alarm systems. Note that grow operators and meth cooks, in particular, often emphasize fortifications — extra locks and thorough window coverings are typical.

Firearms. Particularly assault weapons and those that have been modified for concealment, such as sawed-off shotguns.

Secretive loading of vehicles. Trucks, trailers, or cars being loaded and unloaded late at night in a hurried, clandestine manner. This type of behavior may be an indicator of drug distribution, a grow operation, or a clandestine drug lab.

Landlords may observe:

A willingness to pay in advance, particularly in cash. If an applicant offers you six months' rent in advance, resist the urge to accept, and require the person to go through the application process. You might have more money in the short run, but your rental will likely suffer damage, and you could be damaging the livability of the neighborhood and your long-term investment. If they run a meth lab out of your property, you may lose every penny paid and much more.

A tendency to pay in cash combined with a lack of visible means of support. Some honest people don’t like writing checks, so cash payments by themselves don’t indicate illegal activity. However, if other signs are also noted, and there are large amounts of cash with no apparent source of income, get suspicious.

Unusual fortification of individual rooms. Deadbolts and alarms on interior doors, for example.

Willingness to install expensive exterior fortifications. If your tenant offers to pay surprisingly high amounts to install window bars and other fortifications, they may be interested in more than prevention of the average burglary.

Unusually sophisticated weigh scales. The average homeowner might have a grocery scale or a letter scale, accurate to an ounce or so. The scales typically used by drug dealers, distributors, and manufacturers are noticeably more sophisticated, accurate to gram weights and smaller. (There are legitimate reasons to have such a scale as well, so don’t consider a scale, by itself, as an indicator.)

Large amounts of tin foil, baking soda, electrical cords, or many cold remedy containers. Tinfoil is used in grow operations and meth production. Baking soda is used in meth production and in the process of converting cocaine to crack. Electrical cords are used in meth labs and grow operations. Cold medicines containing the drug ephedrine are often used in the cooking of methamphetamine.

Presence of any obvious evidence. Bags of white powder, syringes, marijuana plants, etc. Also note that very small “Ziploc” plastic bags — the type that small jewelry or beads are sometimes kept in — are not generally used in quantities by most people. The presence of such bags, combined with other factors, should cause suspicion.

The Drugs

While many illegal drugs are sold on the street today, the following are most common:
1. Methamphetamine. Methamphetamine is a stimulant. Nicknames include Meth, Crank, Speed, Crystal, Ice, STP, and others. Meth is usually ingested, snorted, or injected. A more dangerous form of methamphetamine, “crystal meth” or “ice,” can be smoked.

“Pharmaceutical” grade meth is a dry, white crystalline powder. While some methamphetamine sold on the street is white, it can also be yellowish, or even brown, and is sometimes of the consistency of damp powdered sugar. The drug has a strong medicinal smell. It is often sold in tiny, sealable plastic bags.

Hard-core meth addicts get very little sleep and they look it. Chronic users and “cooks” — those who manufacture the drug — may have open sores on their skin, bad teeth, and generally appear unclean. Paranoid behaviors combined with regular late-night activity are potential indicators. Occasional users may not show obvious signs.

*Because of the toxic waste dangers associated with methamphetamine production, we have included an additional section on what to do if you discover a clandestine drug lab, as well as resource information in the Appendix. For more information about meth, refer to those sections.*

2. Cocaine and Crack. Cocaine is a stimulant. Nicknames include Coke, Nose Candy, Blow, Snow, and a variety of others. Cocaine in its powder form is usually taken through the nose (“snorted”). Less frequently, it is injected.

“Crack,” a derivative of cocaine, produces a more intense but shorter high. Among other nicknames, it is also known as “rock.” Crack is manufactured from cocaine and baking soda. The process requires no toxic chemicals, nor does it produce any of the waste problems associated with methamphetamine production. Because crack delivers a high using less cocaine, it costs less per dose, making it particularly attractive to drug users with low incomes. Crack is typically smoked in small glass pipes.

Powdered cocaine has the look and consistency of baking soda and is often sold in small, folded paper packets. Crack has the look of a small piece of old, dried soap. Crack is often sold in tiny “Ziploc” bags, little glass vials, balloons, or even as is, with no container at all.

In general, signs of cocaine usage are not necessarily apparent to observers. Users might show a combination of the following: Regular late-night activity (e.g., after midnight on weeknights), highly talkative behavior, paranoid behavior, constant sniffing or bloody noses (for intense users of powdered cocaine).

3. Tar Heroin. Fundamentally, heroin is a powerful painkiller, both emotionally and physically. Nicknames include Brown Sugar, Mexican Tar, Chiva, Horse, Smack, “H,” and various others. Heroin is typically injected.

Tar heroin has the look of creosote off a telephone pole, or instant coffee melted with only a few drops of water. The drug has a strong vinegar smell. It is typically sold in small amounts, wrapped in tinfoil or plastic. Paraphernalia that might be observed include hypodermic needles with a brown liquid residue, spoons that are blackened on the bottom, and blackened cotton balls.

When heroin addicts are on the drug, they appear disconnected and sleepy. They can fade out, or even fall asleep, while having a conversation. Heroin addicts don’t care about very much but their next fix, and their clothes and demeanor reflect it. When they are not high, addicts can become quite aggressive. As with most needle users, heroin users rarely wear short-sleeved shirts.
4. **Marijuana.** Marijuana is also known as Pot, Grass, Weed, Reefer, Joint, “J,” Mary Jane, Cannabis, and many others. Marijuana is smoked from a pipe or a rolled cigarette, and typically produces a “mellow” high. However, the type and power of the high varies significantly with the strength and strain of the drug. (Hashish or “hash” are variants, also smoked, that deliver the same drug, with the same type of high.)

The marijuana grown today is far more powerful than the drug that became popular in the late 1960s and early 1970s. Growers have developed more sophisticated ways to control growth of plants and cause high output of the resin that contains THC (tetrahydrocannabinol), the ingredient that gives marijuana its potency. Today’s marijuana is often grown indoors to gain greater control over the crop and to prevent detection by competitors, animals, or law enforcement. It takes 90 to 180 days to bring the crops from seed to harvest.

Users generally appear disconnected and nonaggressive. The user's eyes may also appear bloodshot or dilated. Marijuana is generally sold in plastic bags or rolled in cigarette paper.

If You Discover a Clandestine Lab

Because methamphetamine labs represent a potential health hazard far greater than other types of drug activity, we have included this section to advise you on how to deal with the problem. This information is intended to help you through the initial period, immediately after discovering a meth lab on your property. For information about warning signs of methamphetamine labs and other drug activity, see previous sections in this chapter.

**The Danger: Toxic Chemicals in Unpredictable Situations**

There is very little that is consistent, standard, or predictable about the safety level of a methamphetamine lab. The only thing we can say for sure is that you will be better off if you leave the premises immediately. Consider:

- **Cleanliness is usually a low priority.** “Cooks” rarely pay attention to keeping the site clean or keeping dangerous chemicals away from household items. The chemicals are rarely stored in original containers. Often you will see plastic milk jugs or screw-top beer bottles containing unknown liquids. It is all too common to find bottles of lethal chemicals sitting open on the same table with the cook’s bowl of breakfast cereal, or even next to a baby’s bottle or toys.

- **Toxic dump sites are common.** As the glass cooking vessels become brittle with usage, they must be discarded. It is common to find small dump sites of contaminated broken glass, needles, pipes, and other paraphernalia on the grounds surrounding a meth lab or even in a spare room.

- **The chemicals present vary from lab to lab.** While some chemicals can be found in any meth lab, others will vary. “Recipes” for cooking meth get handed around and each one has variations. So we cannot say with certainty which combination of chemicals you will find in a lab you run across.

- **Booby traps are a possibility.** Other meth users and dealers may have an interest in stealing the product from a cook. Also, as drug usage increases, so does paranoia. Some cooks set booby traps to protect their product. A trap could be as innocent as a trip wire that sounds an alarm or as lethal as a wire that pulls a trigger.

- **The risk of explosion and fire is high.** Ether, commonly used in some drug labs, is highly explosive. Its vapor can be ignited by the spark of a light switch. Under some conditions, a
bottle could explode just by jarring it. Meth lab fires are generally the result of an ether explosion — the result can be instant destruction of the room, with the remainder of the structure in flames.

**Health effects are unpredictable.** Before law enforcement agencies learned of the dangers of meth labs, officers went into them without protective clothing and breathing apparatus. The results varied — in some cases officers experienced no ill effects, while in others they developed “mild” symptoms such as intense headaches. However, in other cases, officers experienced burned lung tissue from breathing toxic vapors, burns on the skin from coming into contact with various chemicals, and other more severe reactions.

**Many toxic chemicals are involved.** The list of chemicals that have been found in methamphetamine labs is long. Some are standard household items, like baking soda. Others are extremely toxic or volatile like hydroiodic acid (it eats through metals), benzene (carcinogenic), ether (highly explosive), or even hydrogen cyanide (also used in gas chambers). For still others, like phenylacetic acid and phenyl-2-propanone, while some adverse health effects have been observed, little is known about the long-term consequences of exposure. If you desire more information about the chemicals found in methamphetamine labs and their health risks, see the Appendix for a list of resources you may wish to contact.

**What to Do if You Find a Lab**

1. **Leave.** Because you will not know which chemicals are present, whether or not the place is booby-trapped, or how clean the operation is, *don’t stay around to figure it out.* Do not open any containers. Do not turn on, turn off, or unplug anything. Do not touch anything, much less put your hand where you cannot see what it is touching — among other hazards, by groping inside a drawer or a box, you could be stabbed by a hypodermic needle.

   Also, if you are not sure you have discovered a clandestine lab, but think you may have, don’t stay to investigate. Take mental notes of what made you suspicious and get out.

2. **Check your health and wash up.** As soon as possible after leaving the premises, wash your face and hands and check your physical symptoms. If you have concerns about symptoms you are experiencing, call your doctor, contact an emergency room, or call a poison control center.

   Even if you feel no adverse effects, as soon as reasonably possible, change your clothes and shower. Whether or not you can smell them, the chemical dusts and vapors of an active meth lab can cling to your clothing the same way that cigarette smoke does. (In most cases, normal laundry cleaning, *not* dry cleaning, will decontaminate your clothes.)

3. **Alert your local police.** If the situation is one where immediate response can stop a threat to life or property, call 9-1-1. Otherwise, contact the narcotics or drugs and vice unit of your local law enforcement agency or their general, nonemergency number. Because of the dangers associated with labs, such reports often receive priority and are investigated quickly. Typically, law enforcement will coordinate with the local fire department’s Hazardous Materials team to assist.

4. **Arrange for a certified clean-up.** Before you can rent the property again, you must comply with clean-up requirements. Begin by getting any appropriate information from law enforcement and hazardous materials officials who deal with your unit. Also, if there are remaining issues to be addressed with your tenants, do so. (Typically, the premises will be declared unfit for use, and your tenants removed. So, while there may be other issues to resolve, physical removal is usually not one of them.) Next, contact the Oregon Health
Division and ask for their list of licensed contractors who have been trained in the clean-up of lab sites. You will need to select one of the listed contractors to perform the work. Once a certified clean-up is complete, you will be permitted to rent the unit again. A brief summary of the law governing clean-up is described in the next section.

Lab Clean-Up and the Law

In Oregon, state law places restrictions on property contaminated by a clandestine drug lab. The following is intended as a very general summary. For more detail on the law, review the statute directly (see ORS 453.855 to 453.995).

The law makes it difficult to sell and unlawful to rent property that has been used as a meth lab. Essentially, until the property is certified as “fit for use” by the Oregon Health Division, you may not sell it without first disclosing that the premise is a contaminated lab site, and you may not rent the property at all. Should you fail to follow the procedure, potential buyers may void contracts and renters have the right to terminate the tenancy quickly, recover deposits and any prepaid rent, and collect damages from the landlord. In addition, if you rent contaminated property (or sell it without disclosure), you risk legal action from any who suffer adverse health effects.

In order to re-rent the structure (or sell the property as “fit for use” rather than “contaminated”), you must decontaminate it in accordance with guidelines established by the Oregon Department of Human Resources, Health Division. Contact the Health Division for details.

Depending on the level of contamination present, clean-up may be as simple as a thorough cleaning of all surfaces or as complex as replacing drywall. On very rare occasions demolition of the entire structure is required. Whether the process is simple or complex, you may be required to use a contractor licensed by the Health Division to make sure the work is done correctly. Because of the range of chemicals involved, and the differing levels of contamination possible, we cannot accurately predict the length of time involved to get a contaminated property back into use.

The Appendix includes references for more information about the chemicals involved, clean-up requirements, and other resources pertaining to clandestine drug labs.

How Can the “Cooks” Live There?

If lab sites are so toxic, how can meth lab “cooks” live there? The short answer is: Because they are willing to accept the risks of the toxic effects of the chemicals around them. Meth cooks are often addicted to the drug and under its influence during the cooking process. This makes them less aware and more tolerant of the environment, as well as more careless with the chemicals they use and more dangerous to those around them.

Meth cooks are frequently recognized by such signs as rotting teeth, open sores on the skin, and a variety of other health problems. Some of the chemicals may cause cancer — what often isn’t known is how much exposure it takes and how long after exposure the cancer may begin. Essentially, meth cooks have volunteered for an uncontrolled experiment on the long-term health effects of the chemicals involved. Also, there are occasions when meth cooks are forced to leave as well. For example, reports of explosions and fires are among the more common ways for local police and fire fighters to discover a lab.

Finally, you face a different set of risks in a meth lab than does the cook. The cooks know which compounds they are storing in the unmarked containers. They know where the more dangerous chemicals are located and how volatile their makeshift setup is likely to be. When you enter the premises, you have none of this information, and without it, you face a much greater risk.
CRISIS RESOLUTION

Stop the problem before it gets worse.

ADVICE WE WERE GIVEN:

“Serving eviction papers is not the time to cut costs. Unless you already know the process, you are better off paying for a little legal advice before you serve the papers than for a lot of it afterwards.”

“Don’t put it off! The sooner you act, the easier it is to solve the problem.”

The Basics

Resolve problems quickly and fairly. If eviction is required, do it efficiently. Minimize court time.

1. Don’t wait. Act. If a tenant is not in compliance, address the situation immediately.

2. Know how to evict. Get a copy of landlord-tenant law and read it. If you’re not sure, don’t guess — find an attorney experienced in landlord-tenant relations. Cases are often lost on technicalities. You should:
   - Know the type of termination notices available to you.
   - Know the process for serving notices correctly.
   - Understand the eviction process, including the difference between the potential full-length process, and the typical, more rapid outcome.

3. If a neighbor calls with a complaint, know how to respond.

Don’t Wait — Act

Effective property management includes early recognition of noncompliance and prompt response. Don’t wait for rumors of illegal activity and certainly don’t wait for official action against you (e.g., property closure related to code/health violations or police sending you a warning letter about criminal activity). Prevention is the most effective way to deal with illegal activity in a rental. Many drug house tenants have histories of noncompliant behavior that the landlord ignored. If you give the consistent message that you are committed to keeping the property up to code and appropriately used, your property will not become an enabling environment for illegal activity. The most common reasons why landlords put off taking action include:
Fear of the legal process. Many landlords don’t take swift action because they are intimidated by the legal process. However, the penalty for indecision can be high. If you accept rent during three or more rental periods after learning that a tenant is in noncompliance, you may lose your legal ability to evict for that cause. You will be in the best shape if you consistently apply the law whenever tenants are not in compliance with the rental agreement or not meeting their responsibilities under landlord-tenant law.

Fear of damage to the rental. Some landlords don’t act for fear the tenant will damage the rental. Unfortunately, such inaction generally makes the situation worse. Problem-tenants may see your inaction as a sign of acceptance and may even increase the problem behavior. You will lose what control you have over the renter’s noncompliant behavior; you will lose options to evict while allowing a renter to abuse your rights; and you will likely get a damaged rental anyway — if they are the type who will damage a rental, sooner or later they will.

Misplaced belief in one’s tenants. While developing this manual, we heard this story, and similar ones, with considerable frequency: “The people renting the property aren’t dealing the drugs. We haven’t had any problems with them. The drug dealers are their friends who often stay at the property. So what do we do? The tenants aren’t making trouble. It’s these other people.” Ask yourself: Did your tenants contact you or the police when the activity first occurred? Or did they wait to tell you about their problem guests until after you received phone calls from upset neighbors or a warning from police? Also: Is your tenant breaking your rental agreement guidelines by allowing guests or subtenants?

Unless the tenant contacted you, and the police, when the illegal activity started and has since made a genuine effort to address the problem (such as evicting subtenants or getting restraining orders), there is a strong likelihood that your tenant is a classic “enabler” of illegal activity and, by allowing the behavior, is in violation of Oregon’s landlord-tenant laws. If such is the case, pursue your options to terminate the rental agreement.

The Secret to Good, Low-Cost Legal Help

If you are not familiar with the process for eviction, contact a skilled landlord-tenant attorney before you begin. By paying for a small amount of legal advice up front, many landlords have avoided having to pay for a lot of legal help down the road. The law may look simple to apply, but as any landlord — or tenant — who has lost in court can attest, it is more complicated than it seems. While researching this manual, we repeatedly heard from both landlords and legal experts that the vast majority of successful eviction defenses are won because of incorrect procedures by the landlord and not because the landlord’s case is shown to be without merit.

If you don’t know a good landlord-tenant attorney, find one. If you think you “can’t afford” an attorney, think again. Too often, out of fear of paying an attorney fee, landlords make mistakes in the eviction process that can cost them the equivalent of many months’ rent. Yet many evictions, when done correctly, are simple procedures that cost a fraction of a month’s rent in attorney’s fees.

Finding a good landlord-tenant attorney is relatively easy. Search directories for those local attorneys who list themselves as specialists under the subcategory of “landlord and tenant.” Generally, you will find a very short list because few attorneys make landlord-tenant law a specialty.1 Call at least three and interview them. Ask about how many evictions they do per

---

1 In some communities you may not find any attorneys listed as specialists in this type of law. In such a case, try contacting a local property management association for referrals or call a few local property management companies and find out who they use, then interview the attorneys to find the one you feel comfortable with.
month and how often they are in court on eviction matters. In our experience, the safest bets are those attorneys who do many evictions per month — they see it as a major part of their practice, not a sideline that they advise on infrequently. Once you find attorneys who have the necessary experience, pick the one you feel most comfortable working with and ask that person to help.

**Choices for Eviction**

**Type of Rental**

In order to determine your options for eviction, consider the type of rental you have. While most rentals fit the first category described below, if yours do not, it is important that you become aware of the different rights and responsibilities involved.

1. **Standard month-to-month or fixed-term lease.** In the most common situation in Oregon, a tenant rents an apartment or house from a private landlord on a month-to-month or longer term basis, with no government subsidy involved. If that description matches what you provide, skip to the discussion of **Types of Notices**, following this section.

2. **Subsidized rental units or subsidized tenants.** Federal housing subsidies often carry restrictions on the type of notices that can be served, as well as on the methods for serving notices. For example, tenants on the Section 8 Housing Choice Voucher program — subsidized tenants — cannot be served a no-cause eviction notice during the initial term of the lease and some cannot be served a no-cause eviction notice ever. In subsidized rental units, no-cause notices are also generally not allowed and, for some notices, more time must be given than the minimum waiting period permitted under Oregon landlord-tenant law. We have given some examples of differences in the descriptions that follow, but have not attempted to cover every variation associated with each program. If you have subsidized rental units, or subsidized tenants, read your contracts carefully and be familiar with the applicable “CFRs” (sections of the Code of Federal Regulations) that apply. And, as in any rental situation, if you are not sure, contact a qualified landlord-tenant attorney.

3. **“Week-to-week” tenancies.** If you are renting on a week-to-week basis, you must meet specific qualifications in order to use the shorter notices for such tenancies. A qualifying “week-to-week” rental is one in which all of the following apply:

- The rent is charged by the week and payable on a weekly, or more frequent, basis.
- There is a written rental agreement in use that defines the landlord’s and tenant’s rights and responsibilities under ORS Chapter 90.
- No nonrefundable fees or security deposits have been collected (although applicant screening charges that meet the requirements of landlord-tenant law may be collected).

If your weekly rentals do not meet all the qualifications, the law considers your rental a month-to-month tenancy, and you must use the longer notices — for example, a 30-day no-cause notice, instead of a 10-day no-cause notice. Such distinctions make it important that innkeepers who become “landlords” by taking on weekly renters familiarize themselves with the requirements for week-to-week tenancies and other applicable landlord-tenant law. For more information about topics related to the control of illegal activity in hotels and motels,

---

1 See ORS 90.100.
2 Innkeepers should also note how the law draws the line between a “tenant,” who is covered by landlord-tenant law, and a hotel guest (“transient occupant”), who generally is not. See ORS 90.100.
contact your local police department for a copy of the booklet *Crime Prevention in Overnight Lodging*. If your local police agency does not have copy, contact Campbell DeLong Resources, Inc. directly and one will be mailed to you, supplies permitting.

4. **Manufactured dwelling parks or floating home facilities.** Landlords of manufactured dwelling parks or floating home moorages also have limitations placed on their eviction options. In general, the added regulations apply only to the relationship between a landlord and an owner of a manufactured dwelling or floating home who rents space in a “facility.” A facility is, essentially, a park or moorage that has four or more of that same type of living unit. If you own or manage such a “facility,” review the section of the Residential Landlord and Tenant Act written to address these unique issues (see ORS 90.505 to 90.875).

Note that these added regulations do not apply to space rented out for use by a “recreational vehicle” or “residential vehicle” as defined in the law, nor do they apply in any situation in which the landlord rents out both the land (or moorage) space and the living unit. Generally speaking, if the added regulations do not apply, the law will treat the rental like any other standard, month-to-month or lease tenancy. (One significant exception: if you are renting space for a manufactured dwelling or floating home that is not in a “facility” a longer no-cause notice than allowed for standard month-to-month renting is required.\(^1\))

If you have a manufactured dwelling park or floating home facility and your tenants own their homes and rent the land from you, note that:

- **No-cause evictions are not allowed.** Landlords of manufactured dwelling parks or floating home facilities may not evict a tenant unless they can show that the tenant is not in compliance with the terms of the rental agreement or responsibilities as defined in landlord-tenant law. The only point at which a landlord could evict a tenant who *is* in compliance is if the landlord elects to close the facility entirely and convert the space to a different use. In such cases, unless special conditions are met by the landlord, a minimum of a full year’s notice is required to remove tenants. Because of this limitation, the conditions of your rental agreement take on particular importance; so take the time, and purchase the necessary legal help, to make sure you have an effective, up-to-date rental agreement.

- **With some modification, most for-cause notices are allowed.** While landlords of manufactured dwelling parks or floating home facilities may not serve a no-cause notice, they may serve most other notices defined in landlord-tenant law. For example, a landlord of such a facility may serve 72-hour notices for nonpayment of rent, 24-hour notices for physically threatening behavior, or 24-hour notices for acts that are outrageous in the extreme. In addition, facility landlords have the ability to serve a type of 30-day notice requiring tenants to ‘remove or repair’ structures that are deteriorated or in disrepair.

Landlords may also serve a modified version of the noncompliance 30-day for-cause notice — in this case, the tenant must be given the full 30 days to remedy a problem (instead of the 14-day remedy period in most other landlord-tenant situations). In addition, the repeat violation notice that can be served for committing substantially the same act any time in the next six months must allow at least 20 days to vacate, instead of the 10 days allowed in most other landlord-tenant situations.\(^2\)

For owners of such facilities, the key is this: Tenants who obey the rules are better protected than are comparable tenants in standard rental situations. However, those who break the

\(^1\) See ORS 90.429.

\(^2\) See ORS 90.630 for more about the difference in notices for managers of manufactured dwelling or floating home facilities.
rules are only marginally more protected. If you can show that the tenant has broken the rules, you have the power to enforce the rules by serving for-cause termination notices — whether for nonpayment, disturbing the neighbors’ peace, physically threatening yourself or other tenants, dealing drugs out of the rental unit, or any other prohibited behavior.

5. Tenancies in legally defined “Drug and Alcohol Free Housing.” In 1995 the Oregon Legislature created a new definition for rental properties run by non-profit corporations, and in 1997, did the same for Public Housing Authorities for the purpose of renting to residents who are participating in a drug or alcohol recovery program and who meet other specific criteria set in the law. In brief, rental properties, including facilities, that meet the definition for drug and alcohol free housing provided in ORS Chapter 90, have additional notices available to them. First, they may enforce some regulations regarding the use of drugs, alcohol and other behaviors with a 48-hour notice to comply or vacate. Second, such a landlord may also serve a 24-hour notice to quit for certain repeat violations in a six-month period. For more about these notices, see ORS Chapter 90. Again, unless your organization meets the specific criteria defined in the law, these notices may not be used.

Types of Notices
What follows are general descriptions of the eviction options available to a landlord in Oregon. Each option has a specific legal process that you must follow. For a complete definition of the options and the serving process, review the latest version of landlord-tenant law (ORS chapter 90). The following descriptions generally follow the Oregon Revised Statutes as revised by the 2013 Oregon Laws.

Each of the following descriptions begins with a discussion of the option in the most typical landlord-tenant situation — a tenant renting an apartment or house on a month-to-month basis or a longer-term lease without any subsidy involved. Following that description is a discussion of variations for other types of residential rentals commonly found in Oregon.

✓ No-cause terminations of the rental agreement (30-day notice during the first year, 60-day notice after the first year). No-cause notices may generally be used to terminate “periodic” tenancies such as month-to-month or week-to-week rentals (see ORS 90.427 Termination of Periodic Tenancies). Landlords often find this to be one of the easier notices to use because it does not involve accusing the tenant of wrongdoing — as a result, there may be less to argue about if the case goes to court.

In a month-to-month tenancy, you may evict tenants for no cause by giving at least 30 days’ notice during the “first year” of occupancy and at least 60 days’ notice after the first year. Note that the requirement to use a 60-day notice after the first year (a law that went into effect in January of 2010) only applies when all tenants have resided in the unit for at least one full year. So, when you permit a new adult tenant to move in with tenants who have been renting for more than one year, the clock is reset and the 30-day no-cause notice may be used until the newest occupant has been a tenant for a full year.

If the tenant has not moved out by the time the 30 or 60 days have expired, start the court (FED) process. For qualified week-to-week tenancies — those meeting the definition provided in ORS 90 — you may serve a shorter no-cause notice: Giving the tenant at least 10 days instead of either 30 or 60.

No-cause notices may not be served on Section 8 Housing Choice Voucher tenants during the initial term of the lease (typically the first year), nor may they be served on other tenants who are on a lease, except at the end of the lease term. With some Section 8 tenants — but not all — no-cause notices may be served after the initial term of the tenancy. Also, no-cause notices
are generally not allowed with tenants in manufactured dwelling parks or floating home facilities. However, for standard month-to-month, or week-to-week tenancies, this can be an option.

- **Noncompliance (30-day for-cause and others).** If your tenant is not in compliance with the rental agreement, or not in compliance with the duties of tenants described in landlord-tenant law, you may serve a notice that requires the tenant to move out in 30 days unless the breach is corrected (see ORS 90.392). For most situations, you must give the tenant a 14-day “cure” period (within the 30 total days) to correct the breach. The 2005 legislature adjusted this notice to allow landlords to require an immediate cure for acts or omissions that “are separate and distinct… and not ongoing.” For example, if the breach was a loud, all-night party, the 30-day for-cause notice can simply require that the tenant not do it again period, rather than require that the tenant refrain from such action after 14 days. The language does not seem entirely clear on the definition of acts that qualify for an instant cure, so unless the situation is quite obvious, it would make sense to check with a qualified landlord-tenant attorney before using this new approach.

Also, as always, if the effect of the noncompliant behavior can’t be undone (e.g., by repair or payment) you may serve the notice without option to remedy. However, because most tenant-caused problems can be undone, the option to correct the problem is typically given when this notice is served. If you have a qualified week-to-week tenancy, you may shorten the notice to 7 days total, with 4 days to remedy the problem.

In general, landlords who rent space for manufactured dwellings or floating homes must serve a modified version of this notice — the full 30 days must be given to remedy the problem, instead of the 14-day period described above (see ORS 90.630).

Examples of breaches under this notice include material noncompliance with the rental agreement and actions by the tenant or those on the premises with the tenant’s permission that cause damage to the premises, health or code violations, or disturb the neighbors’ peace. This notice can allow the tenant to remedy the problem, if possible, and stay on. As such, it is appropriate to use the notice to address noncompliant behavior.

- **Pet violation (10-day notice).** If the tenant has a dog, cat, or other animal capable of damaging people or property and the rental agreement forbids it, you may serve a notice to vacate in 10 days unless the pet is removed (see ORS 90.405). Use this same notice regardless of whether you are using a lease, renting month-to-month, or week-to-week. This notice is generally not available for use with tenants who own their home and are renting space for it in a manufactured dwelling park or floating home facility. Tenants with pet violations in those situations must be given the longer 30-day for-cause notice, with 30 days to remedy, as described earlier.

- **Repeat violation (10-day notice).** If you serve a tenant a 30-day for-cause notice or a 10-day pet violation notice that the tenant remedies at the time and, within six months, the tenant commits substantially the same breach again, you may serve a 10-day termination notice with no option to remedy the breach.

For qualified week-to-week tenancies this notice may be used for repeat violations of a 7-day for-cause notice, and the tenant may be given only 4 days to vacate, instead of 10. However, for a repeated pet violation, the landlord of a week-to-week tenancy would have to stay with the 10-day notice. In some subsidized tenancies, this second notice must be for 30-day termination instead of 10. Also, in general, for tenants in manufactured dwelling parks and floating home facilities, the second notice must give at least 20 days.
✓ **Nonpayment of rent (72-hour notice or 144-hour notice).** With some variations, this notice may be used in all residential rental situations (see ORS 90.394). If tenants have not paid rent (or if Section 8, their share of the rent) you may serve a 72-hour notice on the eighth day of the rental period for which the rent is delinquent. So, if the rent is due on the first of the month, serve this notice on the eighth or later. If you have qualified week-to-week tenancies, you may serve this notice on the fifth day of the rental period. Interestingly, Oregon law describes a second option for nonpayment notices: Instead of (or in addition to) serving the 72-hour notice on the eighth day, you may serve a 144-hour notice for nonpayment on the fifth day of the rental period. In many ways the 144-hour notice makes more sense for both parties: By giving tenants earlier notice, and more time to pay, the landlord may increase the likelihood of receiving rent before the notice expires and avoid the eviction process altogether.

If the tenants pay within the waiting period (72 or 144 hours, depending on the notice used), they may stay in the property. If they neither pay rent nor move out, then you may begin the FED process to regain the property. Be careful of accepting partial payments during the waiting period. Unless you and your tenant agree differently in writing, receipt of a portion of the rent may void the notice (see 90.417). For this reason, many landlords who serve nonpayment notices do not accept payment unless it is for the full amount. Of course, if the tenant offers the full amount before the notice expires, the landlord is required to accept it.

In Oregon you may serve a nonpayment notice on a Section 8 tenant even if you have deposited the government-subsidized portion of the rent. Also, if you are managing subsidized properties, note that your program regulations may require that you allow more time to vacate if the rent isn’t paid.

✓ **Various extreme situations (24-hour notice to vacate).** This notice may be used in virtually all types of residential rentals, but it is reserved for truly extreme situations (see ORS 90.396). In all cases, except for when the violation is committed by the tenant’s pet, this is a “no-cure” notice. That is, there is no option to remedy the problem. For those situations where the tenant’s pet causes the violation, the landlord must give the tenant the option to remove the pet from the premises within the 24-hour period, but retains the option to terminate the rental agreement with a 24-hour notice if the same pet is returned to the property. The option to serve a 24-hour termination notice applies in the following situations:

- **Unauthorized possession of the premises.** The tenant has vacated the premises and, contrary to a written rental agreement that prohibits subleasing or occupancy without the landlord’s written permission, people not on the rental agreement are in possession of the premises and the landlord has not knowingly accepted rent from them.

  This situation can sometimes also qualify for criminal trespassing, but it often doesn’t. Since the landlord was not “in charge” of the unit when the unknown person moved in (that is, had not yet taken possession of the unit after the original tenant left), the landlord may not have the right to direct a police officer to enforce criminal trespass laws on the occupants. Therefore, a 24-hour notice for unlawful occupant must be served.

- **Physical injury.** The tenant, someone in the tenant’s control, or the tenant’s pet seriously threatens to inflict substantial personal injury or actually inflicts substantial personal injury on a person on the premises other than the tenant or inflicts such injury on any neighbor living in the immediate vicinity.

- **Reckless endangerment.** The tenant or someone in the tenant’s control recklessly endangers a person on the premises, other than the tenant, by creating a serious risk of substantial personal injury.
• **False information about criminal background.** The tenant intentionally provided substantial false information on the application for the tenancy within the past year that meets these conditions: 1) The false information regarded a criminal conviction of the tenant that would have been material to the landlord’s acceptance of the applicant for tenancy and 2) The landlord terminates the rental agreement (i.e., serves the 24-hour notice) within 30 days after discovering the fact of the false of the information.

• **Substantial damage.** The tenant or someone in the tenant’s control intentionally inflicts substantial damage to the premises. Note that the damage here must be both substantial and intentional. If a tenant punches a hole in a wall, use the noncompliance notice described earlier. If the tenant tears out the whole wall, serve this notice. This type of notice may also be served if the tenant’s pet inflicts substantial damage to the premises on more than one occasion.

Of course, the individual who does the actual damage may also be guilty of a crime. If sufficient proof can be established that links a specific person to an act of intentionally damaging the property, an arrest of that person may also be possible. However, as the chapter on *The Role of Police* explains, arrest does not take the place of eviction.

• **Domestic violence, sexual assault, or stalking within a tenancy.** ORS 90.445 is explicit in allowing the landlord to serve a 24-hour notice to terminate the tenancy rights of any specific tenant who “perpetrates a criminal act of physical violence related to domestic violence, sexual assault or stalking against a household member who is a tenant.” The law is also explicit that this notice may be used only to terminate the tenancy rights of the perpetrator and not that of any other tenant in the household, including the victim.

• **Other acts “outrageous in the extreme.”** The tenant or someone in the tenant’s control, or the tenant’s pet, commits any act that is “outrageous in the extreme.” The 1993 legislature clarified the law to specify that “outrageous in the extreme” covers the following acts when committed by a person on the premises or in the immediate vicinity. The 1997 legislature expanded the types of burglary and intimidation that would qualify and the 2003 legislature added possession of certain controlled substances as described below:
  
  – **Prostitution or promotion of prostitution.** This includes paying for it, offering it for sale, and inducing others to engage in prostitution. It also includes owning, controlling, managing, or otherwise supervising a place of prostitution.
  
  – **Manufacture, delivery, or possession of a controlled substance.** All growing, manufacturing, and selling of illegal drugs qualifies for serving a 24-hour notice. A 24-hour notice may now also be served for possession of any illegal non-prescription drug, with the exception of certain types of marijuana possession (possession of less than one ounce or possession in compliance with Oregon’s medical marijuana laws).
  
  – **Intimidation as described in ORS 166.155 and 166.165.** This would include, for example, the act of seriously threatening, or physically harming, people or property out of a perception regarding a person’s race, color, religion, national origin, or sexual orientation.
  
  – **Burglary as described in ORS 164.215 and 164.225.** This includes both first and second degree burglary.

While violations of criminal statutes are given as examples of acts that are outrageous in the extreme, the law clarifies that a civil level of proof is all that is necessary to prove the
landlord’s case for eviction. While criminal acts are given as examples, other acts can also be proven to be outrageous, even if they do not violate a criminal statute.

Twenty-four-hour eviction notices were designed to address the most dangerous and extreme situations. Do not serve this notice lightly. While it is always important to consult an attorney when you are unfamiliar with the law, it is particularly important to do so if you face a situation that may merit serving a 24-hour eviction notice.

Equally, your failure to act if you have grounds for serving such a notice may put you at risk. If your tenants act on a threat or continue to carry out extreme behaviors that endanger the community, you could face legal action by harmed neighbors or a local government for not taking action once you first had knowledge of the problem.

✔ Mutual agreement to dissolve the lease. A frequently overlooked method. Write the tenant a letter discussing the problem and offering whatever supporting evidence seems appropriate. Recommend dissolving the terms of the lease, thus allowing the tenant to search for other housing without going through the confrontation of the eviction process. Let Section 8 renters know that mutual agreement to dissolve the lease is permissible — that is, in most circumstances, it will not threaten a resident’s eligibility for the program.

Make sure the letter is evenhanded. Present evidence, not accusations. Make no claims that you cannot support. Have the letter reviewed by an attorney familiar with landlord-tenant law. Done properly, this can be a useful way to solve a problem to both your tenant’s and your own satisfaction without getting tied up in a court process. Done improperly, this will cause more problems than it will solve. Don’t try this option without doing your homework first.

Again, if illegal activity is going on, most tenants will take the opportunity to move on.

How to Serve “Written Notice”

When a landlord serves an eviction notice, quite often the tenant moves out and the procedure is complete. However, in those cases where a tenant requests a trial, the details of the notification process will be analyzed. As one landlord put it: “90% of the cases lost are not lost on the bottom-line issues, but on technicalities.” As another points out: “Even if you have police testimony that the tenants are dealing drugs, you still have to serve the notice correctly.”

Each of the eviction options includes a legal process that you must follow. In addition, the process may also be affected by the provisions of your rental agreement or, if applicable, your Section 8 contract or other subsidized housing agreement. Begin by reading your rental contracts and landlord-tenant law. One of the best tools you can develop is a comfortable, working knowledge of the law. In any eviction, take the following steps:

1. **Start with the right form.** When available, use forms already developed for each eviction option. Forms that have been written and reviewed for consistency with state law are available through the organizations noted in the Appendix.

2. **Fill it in correctly.** If it is a for-cause notice, you must cite the specific breach of landlord-tenant law or section of the rental agreement that the tenant has violated. In addition, briefly describe the tenant’s noncompliant behavior. If the notice requires the tenant to remedy a problem, one or more possible remedies must be described. You will need to have the correct timing of the notice recorded. There will be other elements to include. For example, if

---

1 Technically, the first notice a landlord serves is one that will “terminate” the lease or rental agreement. Should the tenant fail to comply with the landlord’s notice, a court-ordered “eviction” is a possible result.
3. **Time it accurately and serve it properly.** Many cases are lost because a landlord did not extend the notice period to allow for delivery time, did not wait the correct number of days to serve a nonpayment notice, did not accurately note the timing of the process on the notice itself, or otherwise served the notice incorrectly. Check landlord-tenant law, your rental agreement, and your Section 8 contract (if applicable) to make sure you are timing the notice properly. Also, make sure that you specifying, in writing, when the notice expires. This is particularly useful for avoiding any confusion with tenants who receive 72-hour and 144-hour notices for nonpayment. The way one counts the hours or days in a notice depends on the type of notice and the method of service. Here are the basic options in Oregon (see ORS 90.155 and 90.160):

- **Hand delivery.** Place the notice directly into the tenant’s hands. Do *not* slip it under the door or place it in a mailbox. While not required, it is a good idea to bring along a person who can witness the process in the event that you must prove the notice was delivered. For hand-delivered notices that count *hours* (24-hour, 72-hour, and 144-hour notices), the countdown begins immediately upon service; so a 24-hour notice hand delivered by 1:00 p.m. on Monday can expire at 1:00 p.m. on Tuesday. For hand-delivered notices that count *days* (e.g., a 30-day notice), the countdown starts at midnight on the service date, counts consecutive calendar days, and ends at midnight of the last day.

- **First-class mail.** If you don’t want to go onto the property, you can mail the notice by regular first-class mail. Mark the outside of the envelope with a return address and “please forward.” *Do not use certified or registered mail;* Oregon landlord-tenant law requires you to mail by standard first-class only. You may, however, want to get a certificate of mailing from the post office as evidence that a letter was sent. All *mailed notices must be lengthened by three days.* Regardless of whether the notice counts hours or days, all notices served by regular first-class mail begin at midnight on the day of mailing but are extended by three days; so a 24-hour notice that is postmarked on Monday can expire no earlier than midnight on Friday. In addition, you may need to add *another* three days if a mailed response is required — for example, a 72-hour nonpayment notice requiring payment sent to a post office box. You will shorten the length of notices considerably if you hand deliver.

- **Post and mail.** If your rental agreement allows it, all termination notices may now be served by “post and mail” — but the rental agreement must be explicit in allowing both the tenant and the landlord access to this method of serving notices 24 hours a day. Mail a copy of the notice by regular first-class mail and secure a second copy to the tenant’s front door. Do both on the same day. Make sure you get a same-day postmark and the envelope is marked as noted above. The intent of the change in the law is that, when allowed by the rental agreement, posting and mailing these notices permits the countdown to begin without adding the additional three days for mailing time — in the case of a nonpayment notice, for example, this method of service would cause the notice period to begin at 11:59 p.m. on the date of service. However, the law does not explicitly state this for all notices. As such, *landlords are urged to verify with an attorney the appropriate timing of termination notices served by “post and mail” before using this method of service.*

4. **Don’t guess; get help.** As mentioned earlier, unless you are comfortable with the process, consult with an attorney who is well experienced in landlord-tenant law before serving an eviction notice. If you have illegal activity on your property, you already have a major
problem. Now is not the time to cut corners in order to save money. Using the correct legal process could save you thousands in damages, penalties, and legal fees down the road.

The Eviction (FED) Process

Pronounced “F.E.D.” the letters stand for “forcible entry and detainer.” Technically, you are suing for recovery of your property because the tenant has wrongfully detained it. The following is intended as a generalized overview of the process. It is only an introduction. Read landlord-tenant law (ORS Chapter 90) and FED law (ORS 105.105 to 105.168) for detail and, until you are familiar with the process, consult an attorney who specializes in the subject.

1. **Serve the notice.** Begin by serving the notice in the manner described earlier. Make sure you do it correctly.

2. **Wait for the tenant’s response.** If the tenant remedies the problem (if allowable) or moves out, you are done. If not, after 24 hours, 72 hours, 10 days, 30 days, or whichever other length of notice, go to step 3. *However, most evictions are resolved at this stage.*

3. **File FED papers with the county clerk.** The clerk will provide the forms. Note the reason for the eviction and attach a copy of the notice you served. Pay a filing fee and a fee for service of summons. The clerk will set a court appearance date that is generally eight to ten days in the future and mail a summons to your tenant. In addition, a “process server” will deliver the summons and complaint, handing it to the tenant (if in) or fixing it securely to the tenant’s front door (if not in).

4. **Go to the “first appearance.”** On the appearance date, the judge generally gives the parties the chance to resolve the issue through private discussion and through mediation. If a resolution is not reached, the judge may give the tenant a two-day continuance to get an attorney and reappear. After either the first or second appearance, depending on the circumstances, if no resolution is reached, the judge sets a trial date no more than 15 days after the appearance date. If you, or your legal representative, should fail to show for your appearance date, you will lose by default. If the tenant, or a legal representative, doesn’t show, you will generally win by default.

   *Of the cases that make it to the first appearance in FED court, most are resolved without a trial, either by default or by mutual agreement of the two parties.* Quite often these agreements define a date for vacating the premises and determine which party will cover the court fees. The court then issues a “judgment of restitution” consistent with that agreement.

5. **The trial is held.** *Few cases make it this far.* The most frequent tenant defenses are: The notice was not served legally, the eviction is retaliation by the landlord for a legitimate action taken by the tenant, or there are habitability problems at the unit. Examples of other defenses include: The cause of action is not legitimate or the eviction is based on illegal discrimination by the landlord.

   If the decision is in your favor, a “judgment of restitution” is issued which orders the tenant to move out and directs repayment of various court costs. If you lose, you will likely pay the tenant’s legal costs and you will not be permitted to file a no-cause eviction notice against the tenant for at least six months. Essentially, unless the tenant fails to pay rent or commits a significant violation of landlord-tenant law, evictions attempted within six months after a failed FED attempt would be considered retaliatory. However, assuming that the judgment is in your favor, but the tenant still doesn’t move out, go to step 6.
6. The county sheriff removes the tenant. If the tenant still doesn’t move out, the landlord would return to the county clerk and file for a “notice of restitution,” fill out the necessary papers, and pay a fee. The landlord would then have the sheriff (or a process server whom the landlord would hire) serve the tenant with a four-day notice, allowing another day for delivery (the notice can be longer if weekends or holidays are involved). If the tenant doesn’t move out by the expiration of the four-day notice, the landlord would go back to the county clerk, pay another fee, and file for an “execution of judgment of restitution” that directs the sheriff to remove the tenants.

If you add it all up, it can take a month or more after the end of the initial notice period to remove tenants who choose to fight your eviction, assuming you win the case. But again, very few evictions make it all the way to a trial. If you meet your responsibilities as a landlord and serve your notices correctly, defense attorneys will be unlikely to advise their clients to fight. Again, if you serve the notice correctly, you may save considerable expense in the long run.

The most compelling point we can make about the entire eviction process, from service of notice to arguing in court, is this: Eviction is an expensive, time-consuming way to “screen” tenants. You will save much heartache and considerable expense if you screen your tenants carefully before you rent to them, instead of discovering their drawbacks after you are already committed.

“Abandonment” and “Abandoned Personal Property”

The following questions about the end of a tenancy have been raised in many trainings. Because these issues are somewhat beyond the scope of this program, they will be addressed in only abbreviated form here. For a more comprehensive review of these issues, see ORS Chapter 90, available through local libraries or online at www.oregonlegislature.gov/bills_laws.

- **How can a landlord be sure that a tenant is no longer in possession of the dwelling unit (that “abandonment” of the property has occurred)?** For landlords, the critical issue is when you can presume that the tenant has “relinquished possession” of the premises, thus allowing the landlord to go in, clean up the unit, change the locks, and prepare the unit for re-renting. For a complete review of the law, see ORS Chapter 90.147. In brief, if the tenant gives “actual notice” of giving up the right to occupy the unit and, especially, if the tenant returns the keys, then the landlord may assume that possession has been “relinquished.” Other “reasonable belief” tests are defined in the law for situations where the landlord reasonably knows of the tenant’s abandonment of the dwelling unit and can therefore enter the unit, for example, without serving a 24-hour notice for entry.

- **What is a landlord required to do with personal property that departing tenants have left behind (“abandoned personal property”)?** In brief, the landlord must serve a 5 to 8-day notice, depending on the method of service, to request that the ex-tenant recover personal property left at the premises. The specifics of where to serve the notice, as well as many more details about this issue, are defined in ORS 90.425. Be careful when serving this notice. If you are unsure about the correct notification process, contact a skilled landlord-tenant attorney for assistance. In the event the tenant fails to respond to the notice, or responds but then fails to pick up the personal property within 15 days after responding to the notice, assuming the landlord has followed the appropriate procedures, the landlord’s

---

1 Personal property does not include recreational vehicles, manufactured dwellings, or floating homes that have been abandoned by a tenant. These items, when abandoned, will require a longer, and more involved, process by the landlord.
options are then dependent on the value of the property in question. For example, if a landlord reasonably determines that the current fair market value of the abandoned property is not more than $1,000 or determines that the cost of storage and conducting a sale probably exceeds the amount that could be realized from the sale, the landlord may exercise an option to “dispose” of the property where “reasonably appropriate” by throwing it away or giving it (without compensation) to a nonprofit organization or an unrelated individual. The landlord may not keep the property for personal use or benefit. The landlord may charge the tenant for the cost of disposal. In cases where the disposal option cannot be exercised, the landlord will need to hold a sale of the unclaimed property and may retain moneys earned from the sale up to an amount equal to the cost of storing the goods, holding the sale, and recovering unpaid rent. The rest goes back to the tenant, or if the tenant can’t be found, to the county treasurer.

Note also that ORS chapter 90 treats abandoned recreational vehicles, manufactured dwellings, and floating homes differently from other types of personal property, stipulating a longer process with requirements to provide notification to lien holders and other interested parties. A landlord with such a vehicle or structure left on his/her property should review the specifics of the law with particular care prior to starting the process.

If a Neighbor or Other Tenant Calls with a Complaint

If a neighbor calls to report drug activity, or any other type of dangerous or illegal activity, at your rental, take this action:

1. **With the initial call, stay objective and ask for details.** Don’t be defensive and, equally, don’t jump to conclusions. Your goal is to get as much information as you can from the neighbor about what has been observed. You also want to avoid setting up an adversarial relationship; if it is illegal activity, you need to know about it.

   Also, make a commitment that you will not reveal the caller’s name to the tenant without permission (unless subpoenaed to do so). In the past, perhaps believing that neighbor reports were exaggerated, some landlords have treated dangerous situations too casually and told criminals the names of neighbors who called to complain. If the neighbors have exaggerated, you do no harm by protecting their names. If they haven’t, you could put them in real danger by revealing too much. Ask the caller for:

   ✓ A **detailed description of what has been observed.**

   ✓ A **letter documenting what has been observed sent both to you and to your local police department.** If you have Section 8 tenants, have a copy sent to your local housing authority also.

   ✓ **Name, address, and phone number, if willing to give it.** If neighbors don’t know you, they may be unwilling to give you their names on the first call. This is one reason why we recommend meeting neighbors and trading phone numbers before a crisis occurs. Consider: If the only thing neighbors know about you is that you have rented to irresponsible or dangerous tenants, they will have reason to be cautious when they call.

   ✓ **Names of other citizens you can call who could verify the complaint, or ask that they encourage other neighbors to contact you.** You will need more evidence than the phone call of a single neighbor to take action. Explaining this need may help further encourage the neighbor to ask others to call. Also, having multiple complaints can help
protect the caller by taking the focus off of a single complainant as the “cause” of the illegal activity being discovered.

A single call from one neighbor doesn’t necessarily mean your tenants are doing anything illegal. However, a single call is justification to pursue the matter further. You need to find out: Do you have serious violations of your lease or landlord-tenant law or don’t you? And you need to find out quickly. From this point on, if you have a drug house or a chronic nuisance situation, your inaction could lead to fines or closure of the property.

2. Find out more. Go to other sources for additional information and assistance. Your goal is to collect enough information to verify whether or not there is a problem at the rental and then to take whatever action is appropriate.

✓ Get in touch with other involved neighbors and find out about their perceptions. It is likely, even if your tenant is running a high-volume dealing operation, that some neighbors will suspect nothing. Many citizens are unobservant or give their neighbors a very wide benefit of the doubt. However, it is also likely that, while some neighbors may be unaware of the scope of the problem, others will have a lot to tell.

✓ Contact police. Get in touch with a district officer for your area. Determine what if anything they have on record that can be revealed (see the chapter on The Role of Police for details).

✓ Call a neighborhood crime prevention coordinator in your area. Explain who you are and find out if they have received reports of problems. Neighborhood crime prevention staff may also have other information that can help you address the situation.

✓ If you feel comfortable doing it, consider a 24-hour notice to inspect the property for maintenance. Again, few tenants involved in serious illegal activity are model renters.

3. Once you have identified the problem, address it. If you determine that your tenant’s behavior is not related to dangerous, threatening, or illegal activity, contact the neighbor who called and do your best to clear up the matter. If you discover no illegal activity but strong examples of disturbing the neighbors’ peace or other violations, don’t let the problem continue. Serve the appropriate notices. If you discover that problems reported are related to domestic violence or child abuse, consider approaches that will most effectively accomplish the twin goals of stopping the harm to the neighborhood and providing appropriate support for the victims. (A list of domestic violence resources is provided in the Appendix of this manual.) And, if you become confident your property is being used for other types of illegal activity, don’t wait for someone else to force the issue. Pursue it yourself. Advise police of your findings and your plan and then implement it. The following are examples of options you might pursue (for more detail, see Choices for Eviction, page 70.)

✓ If you have the option, you could deliver a no-cause notice. It is a legal, non-adversarial approach. The tenant has little to fight over because you are not claiming any noncompliant action.

✓ If the evidence allows it, you could serve a 24-hour eviction notice for “outrageous behavior.” While this notice is an option, given the seriousness of the charge, always contact an attorney before serving it.

✓ For other situations, consider a noncompliance notice (30-day for-cause). “Cause” in this case may be drug activity if you have neighbors or police willing to testify, or it could be disturbance of the right of neighbors to peaceful enjoyment of the premises or other significant issues of noncompliance that you have recently become aware of. If you
have a serious problem such as illegal drug activity, an inspection will likely reveal a failure to maintain the property as provided in the rental agreement, additional people living in the house, or other noncompliant behavior. As has already been discussed, for most breaches of a rental agreement, prompt action is required to protect your right to serve termination notices for the noncompliant behavior.

✔ **Consider mutual agreement to dissolve the lease.** This option is described in more detail earlier in this chapter.

Of course, if the tenant isn’t paying rent, you should have already served a notice for nonpayment of rent.

Finally, if you evict someone for any type of criminal activity, for damaging your property, or for other actions that cause serious harm to the livability of a neighborhood, *share the information*. Landlords who are screening tenants down the road may not find out about it unless the information is documented. If it is a Section 8 renter, make sure the housing authority has a letter from you on file. Also, contact the screening service or credit reporting service you use to advise them of the circumstances.

**If You Have a Problem with a Neighboring Property**

When chronic problem activity is present in a neighborhood, every affected citizen makes a conscious or unconscious choice about what kind of action to take. The choices are to move away, to do nothing and hope the problem will go away, or to take action to stop the problem. Doing nothing or moving away usually means the problem will remain and grow larger; somebody someday will have to cope with it. Taking action, especially when it involves many neighbors working together can solve the problem and create a needed sense of community.

Many neighbors are under the impression that solutions to crime are the exclusive responsibility of police and the justice system — that there isn’t much an individual citizen can do. Actually, there is a lot citizens can do, even *must* do, to ensure they live in a safe and healthy neighborhood. Getting more involved in your neighborhood isn’t just a good idea; it is how our system of law and civic life was designed and the only way it can really work. With that in mind, the following is a list of proven community organizing techniques to help you begin.

1. **Find others concerned about the problem and enlist their help.** As you consider the steps described below, keep in mind that *multiple* neighbors following the same course of action will magnify the credibility and effectiveness of each step. In particular, several neighbors calling a government agency separately about the same problem will usually raise the seriousness of the problem in the eyes of the agency. Involvement of multiple neighbors also increases safety for everyone because retaliation is less likely to occur when perpetrators perceive that complaints are not all coming from a single person.

2. **Make sure police are informed in detail.** It doesn’t matter how many police we have if people don’t call and tell them where the crime is. Even if you have had the experience of calling without getting the results you expect, *keep calling*. Even as you also follow other recommendations of this section, keep working with police throughout the process.

   Establishing a connection with a particular officer who works the area regularly is often a key to success. Here are some more strategies for working with police effectively:
✓ **Report incidents when they occur.** Call 9-1-1 if it is an emergency or call police drug, gang, or other specialty units as appropriate. You may need to do some research to find out which part of what agency deals with a particular type of problem.

✓ **Keep activity logs or diaries** about the address when disturbances are frequent, and encourage neighbors to do the same. Share copies of these logs with an officer, in person if possible.

✓ **Encourage civil abatement action.** When speaking with enforcement officials, be aware that both state law and some local laws provide civil mechanisms for fines and closure of nuisance property, particularly when it is involved in illegal drug activity.

3. **Consider direct contact with the property owner.** Many activists contact the owner directly and ask for help in solving the problem. While police officers may do this for you, it is also an option available to any citizen directly. Understand that there may be a risk to your personal safety in contacting some irresponsible owners, so plan your approach carefully. In general, try a friendly, cooperative approach first — it usually works. If it doesn’t, then move on to more adversarial tactics. Here are some tips for the friendly approach:

✓ **Use tax records to find the owner.** The county’s assessment and taxation records will identify who owns the property.

✓ **Contact the owner.** It is amazing how often this simple step is never taken. Discuss the problem and ask for assistance with stopping it.

✓ **Suggest this training.** If the property is a rental, consider delivering a copy of this manual and encourage the owner to attend the Landlord Training Program.

✓ **Describe events.** Provide the owner with specific descriptions of events: Answer the questions who, what, where, when, and how about each event.

✓ **Give police references.** Give the property owner the names of officers who have been called to the address. (Names of specific officers are far more useful than general statements like “The police have been out frequently.”)

✓ **Help locate criminal records if appropriate.** Learn how to access criminal background information, or how the property owner can. For example, if an occupant has a criminal record in the county, the courthouse will have records. Also, property owners may be able to get a report from local police that lists the number and nature of calls-for-service at their property in the preceding few months.

✓ **Share activity logs.** Give copies of activity logs to the landlord, if it appears the landlord will use them to support lease enforcement actions.

4. **Enlist the help of others.** If it becomes apparent that the problem will not get resolved without more effort, it may be time for more aggressive action. This may take a higher level of organization and structure for the neighborhood. Here are some approaches to apply more pressure:

✓ **Remind others to call.** After any action you take, call several other neighbors and ask them to consider doing the same thing, whether it is reporting an incident to police, calling the landlord, or speaking to a city official. *Do not ask neighbors to call and repeat your report.* Do ask neighbors to make an independent assessment of the problem you have observed and, if they also consider it a problem, to report it as well.
Call the Public Housing Authority. If the residents are receiving public housing assistance, contact the local housing authority (Home Forward in Portland) and report the problems observed.

Call for a code inspection. Call your local housing maintenance code enforcement department (in Portland, contact the Bureau of Development Services) to report maintenance code violations. Maintenance codes address exterior building structure and appearance, interior structure and appearance, as well as nuisances in yards such as animals, abandoned cars, trash, and neglect. Most properties with problem residents will have many violations of maintenance codes as well.

Consider calling the mortgage holder. Sometimes the holder of the mortgage on a property can take action if the property is not in compliance with local law. Generally, if a financial institution is holding a mortgage on real property, the name of the institution will be listed on the title records kept by the county.

Write letters and e-mails. All community members have the power to write letters or e-mails to anyone — mayors, council members, chiefs of police, building inspectors, and others. Your written documentation can add credibility and legitimacy to a problem that may not have received as much attention as it required. The first written correspondence should be to those in a position to take direct action — a police officer, code inspector or other person tasked with addressing problems like the one you are working on. Do not write to managers or political leaders until you have given the “chain of command” a chance to work. Do write to such authorities if it becomes apparent that the help your neighborhood needs is not forthcoming. When necessary, follow up your calls or letters with personal appointments.

5. Two strategies of last resort. Generally, these activities should be undertaken only by a well-organized group, and only when consistent, diligent work with police, neighbors, and city officials has made little or no progress.

Consider getting the media involved. After making a concerted effort to get results through other means, discussing the problem with the media can be a way to focus more attention, and sometimes resources, on a problem. However, going to the media with your complaint before communicating clearly to the accountable organization can be counterproductive. It can cause justifiable resentment in public officials who feel blind-sided by the media attention on an issue about which they had no prior warning. Also, be aware that if the problem is associated with criminal drug or gang activity, attracting media attention that results in your being the featured interview subject can increase the risk to your personal safety.

Start legal action against the property owner. Citizens harmed by a nuisance property can also pursue lawsuits directly. In the final analysis, even the most negligent property owners will act when they are made to understand fully that it will cost more money to ignore the problem than it will to stop it. While Oregon law allows for such suits to be brought by anyone living or doing business in the same county as the nuisance property, this is not an easy process and should be considered only as a last resort.
THE ROLE OF POLICE

Build an effective partnership

COMPLAINTS WE HAVE HEARD:

“The problem is the police won’t get rid of these people when we call. We’ve had dealers operating in one unit for four months. The other tenants are constantly kept up by the activity, even as late as 2:00 or 3:00 in the morning on weeknights.”

“I called police about one of my properties. They wouldn’t even confirm that anyone suspected activity at the place. A month later they raided the house. Now I’m stuck with repair bills from the raid. If they had just told me what they knew, I could have done something.”

ADVICE WE WERE GIVEN:

“In almost every case, when the police raid a drug house, there is a history of compliance violations unrelated to the drug activity for which an active landlord would have evicted the tenant.”
— Narcotics detective

The Basics

1. Know how to work with the system to ensure rapid problem resolution. Have a working knowledge of how the police in your area deal with criminal activity at rental property.

2. Know how to work with the police, but don’t expect cooperation when your (civil) concerns and their (criminal) concerns conflict.

3. If your police agency sends you a letter warning of illegal activity on your property, don’t treat it as an early warning. Treat it as a final warning. Take action immediately.

Defining the Roles: Landlords and Police

It is a common misconception that the police can evict tenants involved in illegal activity. In fact, only the landlord has the authority to evict; police do not. Police officers may arrest people for criminal activity. But arrest, by itself, has no bearing on a tenant’s right to possess your property.

1 Note that some “complaints” contain inaccurate or incomplete assumptions about legal rights or procedure.
Eviction, on the other hand, is a civil process — you are suing a tenant for possession of the property. Note the differences in level of proof required: Victory in civil court requires “a preponderance of evidence,” the scales must tip, even slightly, in your favor. Criminal conviction requires proof “beyond a reasonable doubt,” a much tougher standard. Therefore, you may find yourself in a position where you have enough evidence to evict your tenants for engaging in criminal behavior, while police and prosecutors do not have enough evidence to gain a criminal conviction for the same behavior. Further, even if police arrest your tenants, and a court convicts them, you still must evict them through a separate process or, upon release, they have the right to return and live in your property.

Many landlords are surprised to discover the degree of power they have to stop illegal activity at their property and thus remove the threat to the neighborhood. As one police captain put it, “Even our ultimate action against a drug house — the raid and arrest of the people inside — will not solve a landlord’s problem, because the tenants retain a legal right to occupy the property. It’s still their home until they move out or the landlord evicts them. And, as is often the case, those people do not go to jail, or do not stay in jail long. It’s surprising, but the person in our community with the most power to end an individual drug house problem rapidly is the property owner — the landlord. Ultimately, [the landlord] can make the people not be there anymore. The police can't do that.”

The only time law enforcement may get involved in eviction is to enforce the outcome of your civil proceeding. For example, when a court issues a judgment requiring a tenant to move out and the tenant refuses, the landlord can go to the sheriff (or other appropriate law enforcement agency) and request that the tenant be physically removed. But until that point, law enforcement cannot get directly involved in your eviction process. However, police may be able to provide information or other support appropriate to the situation — for example, testify at the trial, provide records of search warrant results, or stand by while you serve notice.

Again, criminal arrest and civil eviction are unrelated; the only connection being the possibility of using arrest or conviction records as evidence in an eviction trial. To sum up: No matter how serious a crime your tenants have committed, eviction remains your responsibility.

What to Expect

Police officers are paid, and trained, to deal with dangerous criminal situations. They are experts in enforcing criminal law. They are not authorities in civil law. As such, if you have tenants involved in illegal activity, while you should inform the police so that they may consider criminal enforcement action, do not make the common but inaccurate assumption that you can “turn the matter over to the authorities” and they will “take it from there.” Because landlord-tenant law is enforced only by the parties in the relationship, when it comes to removal of a tenant, landlords are the “authorities.” With that in mind, you will get best results from police by providing any information you can for their criminal investigation, while requesting any supporting evidence you can use for your civil proceeding.

To get good cooperation, remember the rule of working with any bureaucracy: The best results can be achieved by working one-on-one with the same contact. Further, while this rule applies to working with any bureaucracy, it is especially important for working with a law enforcement agency where, if police personnel share information with the wrong people, they could ruin an investigation or even endanger an officer. So if an officer doesn’t know you, the officer may be hesitant to provide information about suspected illegal activity at your rental.

Your best approach, therefore, is to make an appointment to speak with an officer at a specialized unit in person or to call your local police station or precinct and arrange to speak directly with an
officer who patrols the district where your rental is located. There can be a huge difference between the type of information available through a single, anonymous phone call and the amount of assistance possible if you arrange an in-person meeting.

The type of assistance possible will vary with the situation, from advice about what to look for on your property to documentation and testimony in your eviction proceeding. But remember that it is not the obligation of the police to collect information necessary for you to evict problem tenants. Again, eviction is your responsibility, while criminal arrest is the responsibility of law enforcement. While you can get valuable assistance from the police, don’t wait for police to develop a criminal case before taking action. If neighbors are complaining that you have criminal activity or other dangerous situations in your rental, investigate the problem and resolve it as quickly as possible (see If a Neighbor Calls with a Complaint, page 80). Do not assume that the situation at your unit must be under control simply because the police have yet to contact you or to serve a search warrant at the property.

**Trespass Exclusion**

Many law enforcement agencies in Oregon have begun working more closely with landlords of apartment complexes to address a key problem: Nonresidents causing problems in the common areas of the property. Apartment complexes with histories of criminal activity often suffer from the additional insult of having such activity carried out in the common areas of the property by people who don’t live there.

According to law enforcement attorneys, owners of multifamily complexes who use a “lease enabling” provision¹ may exclude nonresidents from the common area of the property and have such people arrested for criminal trespassing if they refuse to leave, or if they return after being excluded. In Portland, Salem, Gresham, Eugene, Beaverton, and many other local jurisdictions landlords can empower police officers to act on their behalf for the purpose of enforcing trespass exclusion laws.

Landlords who wish to set up such a partnership will need to use a lease enabling provision, establish criteria for exclusion,² and write a letter to the local chief or precinct commander that gives police officers permission to enforce the nonresident exclusion criteria in the common areas of the property. There are other elements, such as agreements about record keeping, that you will need to have in place in order to set up this partnership. Contact your local law enforcement agency to find out about participation and specific procedures that apply in your area.

**Nuisance Abatement Laws**

Nuisance abatement laws and ordinances give local communities the ability to pressure property owners (both owner-occupied and rental) to abate problems associated with chronic illegal activity on their property. While various local ordinances have been adopted, there is also a statewide version.

The laws are designed to ensure that, in situations where property owners do not take appropriate action, recourse exists to force the owner to act. Remember: While police can arrest for criminal activity, only the landlord can evict. Essentially, that is why these laws exist.

---

¹ See page 41 for more about the “lease enabling” provision.
² See page 47 for more about exclusion criteria.
If you are a responsible landlord, it is extremely unlikely that these laws will be used against you. Each law has built-in safeguards designed to ensure that landlords who act in good faith, and are responsive to the problems identified, will not suffer penalties designed for those few landlords who truly do not care if they rent to tenants who harm the neighborhood. If you have reason to believe that your tenant’s conduct could lead to such action, contact your local law enforcement agency and speak to neighbors, and possibly your tenants, to make sure the issues are addressed quickly and appropriately.

The statewide version of this type of nuisance abatement law is officially known as ORS 105.550 to 105.600 — *Abatement of Nuisance Activities or Conditions*. This law defines the process for legal action against Oregon property owners who allow gambling, prostitution, or the manufacture or sale of drugs to occur on their property. Action under this statute may be brought against a property owner by the attorney general, or by a district attorney, county attorney, city attorney, or any person living or doing business in the same county. Among other potential penalties note that the property can be closed for up to a year and the prevailing party in the suit is entitled to recover attorney fees. Parties bringing the lawsuit can potentially sue for other damages as well.

**“Chronic Nuisance” Letters and Other Reports**

When an Oregon law enforcement agency decides to take action on a property where drug activity, gambling, or prostitution is occurring, they have a choice: To pursue it criminally, civilly, or both. If part of the process includes finding a civil solution (e.g., removing the menace from the neighborhood by encouraging the landlord to evict the tenants), police will contact the landlord. The following describes the letters and other types of reports that some police agencies use when they choose to contact the landlord. The actual procedures used in the area where your property is located may vary from that described here; it depends on the policies of the local law enforcement agency. Keep in mind that a letter is not sent out for every situation. In addition to the steps described below, regardless of which letter you receive, you should contact police and find an officer you can stay in touch with until the problem is resolved. Again, a one-on-one working relationship can improve the level of assistance you are likely to receive.

Only the first of the letters described is defined by law. The rest are warning letters and other types of correspondence, intended to give owners the opportunity to solve problems before legal action is required. Here’s what the letters are and what you should do about them:

- **Statewide “drug house” statute letter.** This letter may be from local police, or it may be from a local government legal department, for example a district attorney or a city attorney. It will tell you that your property meets the criteria under ORS 105.550 to 105.600 and request that you take immediate action to remedy the situation or face closure of your property for up to one year and be subject to fines. The prevailing party in the suit is also entitled to attorney fees. (Note that there are variations of this letter sent out by some communities that have local ordinances — such as Portland’s “chronic nuisance property” ordinance — that either parallel the state statutes or go further in their scope.)

  *What to do:* It is likely that you have a situation for which the 24-hour eviction notice for acts that are “outrageous in the extreme” was designed. Police do not attempt to close property with this ordinance unless there is a well-established history of criminal activity. Typically, there will be both arrests and convictions associated with people at the unit.

  When you get this letter, it means the problem has gotten so out of hand that the City or County sees fit to sue you for not taking action. Therefore, move quickly. *Contact your
attorney immediately. Contact your local police. Serve the eviction notice. After serving the notice, if the tenants don’t move out, start the FED/court-ordered eviction process.

If you wish to serve the 24-hour eviction notice by hand (in order to avoid adding mailing time to the notice), but are frightened to go onto your property under these circumstances, find out if a police officer can “stand by” while you do it. Otherwise, consider serving the notice by mail.

☑ An “arrest” or “consent search” letter. This letter informs you that police have arrested a person on your premises for criminal activity (usually selling or manufacturing illegal drugs). Police agencies in Oregon are not obligated to send such a letter when they make an arrest, so it is up to department policy as to whether or not this approach is used.

What to do: If the person arrested is one of your tenants, you will likely have grounds for serving a 24-hour eviction notice. You have evidence presented by police of drug activity by your tenant — if it goes to trial, a 24-hour eviction for acts that are “outrageous in the extreme” can be reasonably argued. However, as with any eviction for drug activity, if it goes to trial, you may need to subpoena an officer to present the evidence collected. Practically speaking, if your tenants are dealing drugs, they’re probably going to move out rather than ask to see you in court.

If the person arrested is not one of your tenants, depending on the circumstances, you may still have grounds for the 24-hour notice. Serving a 24-hour notice may result in the tenants moving out, but should the tenants choose to fight, they potentially have more defenses available to them. If you have the option, you could also serve a no-cause eviction notice. You also have the option of reviewing the situation and determining the causes that may exist to serve a noncompliance notice such as the 30-day for-cause notice. As with any allegation of illegal activity on rental property, a discussion with your attorney is appropriate before taking action.

☑ A notice that a search warrant for illegal activity has been served. This letter advises you that police have served a search warrant for illegal drug activity (or potentially, other types of criminal behavior). Generally, the evidence collected to serve the warrant (in addition to any evidence collected during the search) will hold up in court with roughly equal strength to the type of evidence represented by the “arrest” letter. As with the previous letter described, it is up to department policy as to whether these letters are sent out. Some Oregon police agencies make it standard practice to send these letters following the service of most search warrants; others do not.

What to do: Again, consider your options and then act. As described in the discussion of the “arrest” letter, above, you may be in a position to serve a 24-hour eviction notice. If not, consider serving a 30-day or 60-day no-cause or a 30-day for-cause notice.

☑ A warning letter. This letter will state that the police have received information suggesting there is criminal activity on the property, and will advise you that, if further investigation reveals that such activity is occurring, civil proceedings (abatement) will be pursued.

What to do: You need to determine whether or not your tenants are involved in illegal activity and act accordingly. So consider what additional evidence you have and then take appropriate action. Generally, the letter is admissible as supporting evidence, but is not sufficient grounds for eviction by itself.

In addition to finding out what evidence police have, ask neighbors to describe the activity they have seen. If you feel comfortable doing it, inspect your property. Call and speak with your tenant about the activity mentioned in the letter. Keep watch for significant breaches of
compliance. (In most cases, by the time the police send out a letter, the tenants have already committed significant violations of their rental agreement or of landlord-tenant law.)

You may use the letter in combination with other evidence (e.g., the testimony of neighbors or police officers) to support your case for a 24-hour notice or a 30-day for-cause eviction, depending on the circumstances. Also, if you are satisfied your tenants are involved in serious illegal activity, and you have the option, you could consider a no-cause eviction notice as well.

- **An Apartment Incident Report or similar information via e-mail.**¹ Some Oregon police agencies have begun using these small report forms, about the size of a 3x5 note card, to inform on-site managers of problems at a property. The cards are carried by officers and left either in-person with the manager or in the manager’s drop box. The reports are one way police attempt to keep the landlord informed of when they are called to the property. The reports can be utilized both as a communication tool and as formal documentation for possible lease enforcement. As with all of the correspondence described here, the reports are a resource tool. The landlord must still follow through with the appropriate notices to the tenant. Note that some Oregon police agencies are now developing partnerships with property owners that include trading e-mail addresses to facilitate sharing the same information.

- **Call statistics research.** In some communities an apartment manager or landlord can obtain a computer printout of the police calls-for-service to their property and ask for assistance in reducing the number of calls. For additional details contact your local police agency.

Finally, remember that if you are actively managing your property, while you may occasionally get an apartment incident report (if your police agency uses them), it is unlikely you will receive one of the warning letters described above. When police send warning letters, they have typically received numerous complaints — complaints an active manager would have already known about and addressed.

**Portland's Nuisance Ordinances**

Two types of “nuisance” ordinances in Portland City Code should be of interest to all owners of Portland property. These codes apply to both rented and owner-occupied properties:

**Portland City Code Chapter 29.20: Property Nuisances.** This section of City Code deals with physical aspects of the property that constitute a nuisance. These includes conditions that are

---

¹ The *Apartment Incident Report* form discussed and shown here is directly adapted, with permission, from the form used and created by the Beaverton, Oregon, Police Department.
grouped into the following categories of violations, each of which is defined in detail in the code (the complete text of which can be read on-line at www.portlandonline.com; click on “Government” and then navigate to “City Code”).

- Holes, tanks, and child traps.
- Unsecured structures.
- Rat harborage.
- Obstructions to emergency access routes.
- Thickets that conceal hazards.
- Overgrown lawn areas.
- Trash and debris.
- Outdoor storage of non-trash items.
- Disabled vehicles.
- Obstructions to sidewalks, streets, and other rights of way.
- Other endangering conditions.

For a complete definition of these items, see Chapter 29.20 of Portland City Code. This section of the code is enforced by the Bureau of Development Services which has the authority to, among other options, cite the owner, do a “summary abatement” of the problem, bill and lien the property for associated costs, assess additional civil penalties, and/or charge monthly fees.

**Portland City Code Chapter 14B.60 Chronic Nuisance Property.** This section of City Code deals with chronic nuisance behaviors on the property including the following (each of which are defined in the code by reference to applicable State statutes or City Code — again, the complete text can be viewed on-line at www.portlandonline.com; click on “Government” and then navigate to “City Code”).

- Harassment.
- Intimidation.
- Disorderly conduct.
- Assault or menacing.
- Public indecency as defined in State statutes
- Sexual abuse, contributing to the delinquency of a minor, or sexual misconduct.
- Prostitution or related offenses.
- Alcoholic liquor violations.
- Offensive littering.
- Criminal trespass.
- Arson or related offenses.
- Possession, manufacture, or delivery of a controlled substance or related offenses.
- Theft.
- Illegal gambling.
- Criminal mischief.
- Any attempt to commit, and/or conspiracy to commit, any of the preceding activities, behaviors or conduct.
- Fire or discharge of a firearm.
- Unlawful operation of sound producing or reproducing equipment and/or excessive noise as defined in City codes.
- Unlawful drinking in public places.
- Curfew violations.
- Indecent exposure as defined in City codes.

Enforcement of Chapter 14B.60 is handled by the precinct commanders of the Portland Police Bureau, typically through each precinct’s Neighborhood Response Team. When properties meet the definition of a “chronic nuisance” (in many cases, but not all, this would require three events in a 30-day period) the code allows for such penalties as closure of the property for up to one year and fines against the property owner of up to $100 per day.

The intent of the code is to give the City the power to stop nuisance problems that have become repetitive enough to undermine the livability of the communities in which the properties stand. Landlords who regularly apply the type of proactive management techniques presented in this manual — the type of techniques that are used daily by professional, responsible landlords throughout Portland — are extremely unlikely to face penalties associated with Portland’s Chronic Nuisance Property ordinance.
CITY OF PORTLAND’S
ENHANCED SAFETY PROPERTIES PROGRAM

Active landlords + safer property + involved residents = less crime

ADVICE WE WERE GIVEN:

“If you can get the landlord, the property, and the residents all working together to prevent crime, the criminals will have little room to operate.”

“This program did more than help reduce the drug and gang problems. We have pulled together as a community and we are financially stronger.”

“This program works.”

Program Overview

The Enhanced Safety Properties (ESP) Program is designed for use in communities that wish to take additional steps with local property managers and landlords beyond providing the eight-hour course that accompanies this manual. In effect, the ESP Program is intended to reward those landlords who implement certain elements of the Landlord Training Program.

The program has three “components.” Property owners and their managers certified in all three components receive notifications of police activity at their property. They may also display the ESP Program signs and use the ESP Logo in their ‘For Rent’ advertising and on their business cards.¹ All three components must be completed within a twelve-month period. The following is a general overview of the three components of the program. The three components are:

Landlord Training Component: This nationally recognized program has consistently proved effective in helping landlords and property managers — whether they have one rental or thousands — keep illegal activity off their property. Originally designed for the Portland Police

¹ The concept for using a three-component certification approach is one of many innovations that have been added to the original Landlord Training Program, since the program was first introduced in 1989. The first three-component program was targeted to multi-family property, using a version of the Landlord Training Program as the first component, coupled with CPTED requirements and resident crime prevention training as the other components. We acknowledge the work of many police departments who have worked on three-component designs.
Bureau, with the support of the U.S. Department of Justice, the program has now been replicated nationally and internationally. The Landlord Training Program manual is used in the Landlord Training Component and as a reference for implementation of the other two components as well. While the manual is available to all who wish to purchase it, certification in the Landlord Training Component is only available to those who complete the eight-hour course that accompanies this material.

Certification for the Landlord Training Component of the program is simple: all people involved in day-to-day management of a property must complete the Landlord Training Program. While this manual summarizes the material in that program, completion of the eight-hour course is required.

**CPTED Component: The Minimum Management Requirements and the Minimum Crime Prevention Through Environmental Design (CPTED) Standards is defined as the CPTED Component.** ESP requires participants who wish to be certified in the CPTED Component to meet minimum management requirements and minimum CPTED standards. CPTED is one of the tools taught in the Landlord Training Program and is a base of knowledge that was formally researched and defined by C. Ray Jeffery¹ and Oscar Newman² in the early 1970s. As a crime reduction strategy, CPTED modifications have been used very successfully in both private and public housing.

Properties that meet and maintain minimum requirements for such issues as locks, lighting, landscaping, and cleanliness will be certified as meeting the program’s CPTED requirements. Certification could be revoked if the minimum requirements cannot be maintained. For a discussion of minimum requirements, see “CPTED & Management Standards Component,” on page 94.

**Resident Crime Prevention Training Component:** The Resident Crime Prevention Training Component requires participants to share the concepts of the training with their residents. The effectiveness of neighborhood organizing for short-term problem solving has been documented across the country. The ESP Program provides a context for success in typically harder-to-organize rental neighborhoods.

Landlords with multi-family property of three or more units are required to hold a resident meeting at which the local Crime Prevention Program Coordinator (CPPC) will be present to provide neighborhood/apartment watch training. The CPPC will review some elements of the Landlord Training Program and orient residents in the basics of crime prevention and apartment/neighborhood watch. Properties smaller than three units require owners to provide residents with crime prevention packages and invite tenants to a neighborhood watch training session provided by the local CPPC. For a discussion of minimum Resident Crime Prevention Training Component requirements, see “Resident Crime Prevention Training Component,” page 98.

**Membership**

Once certification in all three components is earned, the property is enrolled as a member of ESP Program. Landlords/property managers are signed up to receive notifications of police activity via email. They also earn the right to display signs on the property and claim membership in the program. Additionally, Landlords/property managers may use the ESP Logo in “For-Rent” advertising. Landlords/property managers must pay a onetime “lease” fee for the

---

signs; however, the signs remain the property of The City of Portland, Office of Neighborhood Involvement to insure that the signs may be removed if the landlord falls out of compliance with the program.

Each metal sign will be assessed a onetime $22.00 lease fee. Each window cling will be assessed a onetime $2.00 lease fee. As long as the property remains in compliance with the ESP Program there will not be recurring lease fees. However, if the property loses membership in the ESP Program, the fees will again be assessed when the Landlords/ property managers re-apply for ESP Program membership.

Annual Resident Crime Prevention Training Component re-certification is required. Re-certification in other components is required on an as-needed basis, for example when a new property manager is hired at an apartment community (Landlord Training Component), or a property falls below minimum requirements for landscaping or cleanliness (CPTED Component). The ESP Program is, of course, voluntary. Our goal is simple: we want to help make sure that signs are displayed only on property where the basic elements of the program requirements are in place.

**Benefits of Membership**

Membership in the ESP Program has many benefits. Some key benefits include:

- A way to streamline information sharing between law enforcement and the property owners and managers.
- You will earn the privilege of displaying signs on your property that advertise your membership in ESP Program.
- You will have the opportunity to advertise your units for rent, as a member of the ESP Program.
- Because your membership will involve continued compliance with practices taught by the program, people contemplating illegal activity may realize that participating properties are best avoided.
- As the reputation of the program grows, good tenants looking for rental housing may recognize the benefits, of renting from program participants.

**Landlord Training Component**

To maintain the “Landlord Training Component” qualification for membership in the ESP program the owner, or manager(s), of a rental property — that is, all people involved in day-to-day management of a property — must complete the City of Portland’s full-day, *Landlord Training Program: Keeping Rental Property Safe and Free of Illegal Activity.*

**CPTED & Management Standards Component**

Landlords who wish to have their property certified as participating in the CPTED component of the ESP Program, must meet minimum requirements designed to reduce the likelihood of crime on the property. The following list shows the *minimum* requirements. Modifications made to your property must be in compliance with local code. When you believe your property meets these
requirements or comes close, call your local CPPC to schedule a CPTED review of your property.

**Note:** To remain certified, the property must *continue* its compliance with these requirements. For example, a property may lose its certification, where graffiti is not reported or removed promptly or basic clean-up is not done consistently. The ESP Program reserves the right to deny, or revoke membership, in the program, to landlords whose property is found to be chronically out-of-compliance with local maintenance or fire safety codes.

### Minimum Management Practices

All participating properties must be managed with practices that meet or exceed the following minimum requirements:

- **Screening practices must include inspection of photo I.D., credit checks, criminal background checks, and rental history verification for all adults who intend to live in the unit.** The ESP Program does not set minimum standards for credit worthiness or criminal history — that choice is up to the individual landlord. The minimum requirements are that, for each adult applicant, a check of the following information be conducted:
  - Credit check and criminal background check in all states where the applicant has resided for the past three years, conducted by a professional screening company.
  - Inspection of a government issued photo I.D.
  - Verification of the last three years of residential history.

Additionally, all employees hired to manage and maintain participating properties must be pre-screened, with a criminal background check, prior to employment.

- **The lease contains a provision where the landlord retains control over common areas.** This provision enables management’s full ability to control behavior in common areas.

- **A current “trespass agreement” with the police.** Participating landlords authorize the Portland Police Bureau to enforce trespass law, when the landlord or manager is absent from the property. For more on the “trespass/exclusion” process, see the chapter on *The Role of Police*.

- **Emergency contact information is posted.** Twenty-four hour emergency contact information is posted where officers visiting the property can see it.

The listing of the above *minimum* standards is *not* meant to imply ESP Program endorsement of the above as adequate in preventing all types of illegal activity. The Landlord Training Program provides a host of additional screening and management suggestions that should also be considered.

*ESP Program reserves the right to deny, or revoke, membership in the program to landlords whose management practices are found by a court of law to result in the abuse or denial of their tenants’ civil rights.*

### Each Dwelling Unit Must Have:

- **Eye Viewers.** Wide-angle (180 degree) viewers on the exterior doors of all rental units. This requirement is waived when there is a window in, or immediately adjacent to, the front door that would allow an adult to observe visitors without having to unlock or open the door.
☐ Effective Exterior Door Locks.
- **Deadbolts on Hinged Doors.** Installed on the exterior hinged doors of all rental units. Bolt throw is at least one inch long and the opposing striker plate uses four 3” screws or is installed in a metal door frame. The bolt can be operated from the inside without a key.
- **Sliding Glass Door Security.** Sliding glass doors must include features that prevent both unwanted lift and slide. Where these features do not exist, they must be added. Examples include a commercially available lock utilizing a removable bolt, or screws placed in the top track to prevent lifting combined with a blocking mechanism along the track to prevent sliding.
- **Garage Door Security.** All garage doors should be equipped with locking mechanisms that deter/slow entry. The type of locking mechanism used will depend on whether the door uses an overhead track, a counterbalance, or is the double door type that swings outward. Check with your local CPPC for suggestions.

☐ Secure Window Locks. Install on all ground floor windows and any upper-story windows that are easily accessible. Solutions for different kinds of windows can be obtained from your local CPPC. Examples include:
- For sliding windows, devices to prevent lift and slide similar to sliding glass doors, above.
- For double hung windows, extra pins or locks in addition to the standard sash lock.
- For windows that crank open from the inside, a locking mechanism separate from the crank apparatus.

*Note:* To meet requirements for emergency exit in the event of a fire, locks on bedroom windows must be of a type that can be opened without special knowledge, or the use of any separate device or key.

Each Property Exterior Must Have:

☐ **Outdoor Lighting for Natural Surveillance:**
- In **multi-family** properties, lighting in the common areas should be enough to allow a person to comfortably read a newspaper headline or license plate at night.
- For **single-family** rentals, front porch lights that automatically go on at dusk and off at dawn. Timers or photo-sensitive switches will get this result.

☐ **Safety-Conscious Landscaping:** Trimming of large trees and shrubs to ensure no branches create adult-size hiding spots. No vegetation may block views from windows.

☐ **Visible Address Numbers and Signage.** Addresses and building numbers can be seen clearly from the street during both day and night, and contrast in color from their background. Exterior doors on the sides and backs of buildings must include signage explaining where the door leads, e.g. “laundry room.”

☐ **Views into and out of common areas.** Residents must be able to see into and out of common areas before entering or exiting. This can be accomplished through windows in or adjacent to a door.
Lighting in enclosed common areas. Enclosed common areas, such as dumpster enclosures and laundry rooms must have automatic lighting that is motion activated, photoelectric, or on timers.

**Maintenance and “Territoriality”**

- **Basic Exterior Maintenance Compliance.** The exterior of the property must meet the basic conditions of the concept of “territoriality” — the property must appear well-maintained. Any exterior structures, surfaces, fencing and other features that a reasonable passerby would consider in obvious need of repair must be repaired or upgraded as needed.

- **Clean Surroundings.** No visible litter, trash, or debris in the yards and common areas. No upholstered furniture or other items intended for indoor use are kept outside. Excessive stains and dirt on exterior walls are removed. Fallen leaves and branches are removed.

- **Vehicles.** No inoperable vehicles or vehicles parked on unauthorized surfaces.

- **No Graffiti.** No visible graffiti on any surface. New graffiti should be reported to the City of Portland Graffiti Abatement Specialist and removed promptly.

- **Clear property lines.** Property lines are visible and sufficiently defined.

  **Note:** Certification, in the CPTED Component, does not imply that a property has met all applicable building maintenance codes, in your area. Check with your local maintenance code division for additional requirements that may apply.

- **Select a local “property monitor.”** To be certified, all landlords with property that has common areas (typically, triplexes or more) must designate a person whose job it will be to:
  
  - Walk the common areas of the property every day or at least five days a week.
  
  - Pick up and dispose of all litter from the common areas at least five days a week.
  
  - Report to the landlord the presence of junk too large to remove easily (i.e. junked cars, old mattresses, etc.).
  
  - Report any damage or other problems that should be brought to the property owner’s attention.

  In a large multi-family property, this person may be the resident manager. In a 4-plex, 8-plex or other small unit complex, this person might be a resident who agrees to take on the task¹ or a professional manager whose job it is to visit the property daily.

When your property has met these requirements or is close to meeting them, contact your local CPPC to schedule a CPTED review of your property. Your local CPPC is familiar with the CPTED Component requirements. If you need assistance in determining the best approach for meeting these requirements, call us and we will schedule a CPTED review to help you get started.

---

¹ If you plan to ask a resident or any person who is not trained in property management law and practices to take on these duties, check with your attorney about the liabilities involved and any possible compensation or insurance requirements.
Resident Crime Prevention Training Component

To receive certification in the Resident Crime Prevention Training Component the following steps must be completed. However, **note this caution:** If you have a current crime problem involving units under your control, we do not advise attempting the resident organizing steps below until after the problems involving your own tenants are resolved. Holding an organizing event when some tenants may be afraid of other residents can be counterproductive, even dangerous.

**For Properties with three or more units:**

The resident manager and residents shall hold an initial crime prevention meeting. Contact your local CPPC who will assist you with scheduling your meeting and arranging for any needed presenters. The minimum requirements for this process are:

- **Pick a date** in coordination with the ESP Program. Call to schedule a meeting time with the local CPPC. Be sure to pick a time convenient for your residents. Early evening meetings are often the best choice.

- **Deliver invitations** to each residence, in advance of the meeting. In order to meet the requirements for certification, the invitations must meet the following criteria:
  - Delivered at least 10 days before the meeting. Often, the best approach is to deliver written invitations door-to-door. If your complex has a bulletin board, be sure to post the meeting notice there, also. However you get invitations in the residents’ hands, it is important to make sure residents know about the meeting well in advance.
  - Place, time, and agenda are described. The invitation shows residents where and when the meeting will take place. A simple agenda is described and includes socializing time, as well as the crime prevention content.
  - “Food” and “Money” are offered. Experienced organizers know that the tried and true motivations to get people to a meeting are something good to eat and a financial reward for attending. Food as simple as coffee and pastries can help, but more food is better. The suggested financial incentive is to grant $20.00 off the next month’s rent, to each unit represented at the meeting. This is only a suggestion. The amount and type of incentive offered is up to the discretion of the participating landlord.
  - Copy sent to CPPC. Send a copy of the invitation and reconfirm the meeting with your assigned local CPPC.

- **Hold the meeting.** The meeting must include the following minimum elements to meet the requirements:
  - Held on premises, if possible. The meeting is held on the property, if at all possible. Select the nearest comfortable location you can find, if it is not possible.
  - At least two hours in length. The meeting content is planned to last for at least two hours, including some structured “getting acquainted” time.
  - Free food served. The food promised in the invitation is provided.
  - Incentives addressed. For example, at the end of the meeting, residents are given certificates, coupons, or other recognition that also serves the purpose of proving their
attendance. In this example, residents could provide a copy of the certificate with the next month’s rent check, to show they qualify for any financial discount offered. The resident receiving the incentive/certificate should be an adult who signed the lease agreement.

- **Resident manager attends.** Naturally, the resident manager must attend the meeting from beginning to end.

☑ **Hold tenant gatherings at least yearly.** Tenant gatherings should be held at least once per year. After the first meeting, these gatherings can be additional trainings or can be of a purely social nature or can be about a public safety or neighborhood topic. Simply put, building a group of apartments into a community takes more than a single meeting.

**For Properties with fewer than three units:**

Single-family and duplex rentals follow similar steps for certification as bigger properties. The key difference is that tenants will be invited to a neighborhood-wide crime prevention meeting, instead of a meeting held specifically for residents of one apartment community. Additionally, every tenant will receive a crime prevention information packet, from the landlord.

The ESP Program Coordinator in coordination with the local CPPC will work with landlords of smaller unit housing, to ensure tenants can be invited to the next scheduled meeting for residents in that general neighborhood. The minimum requirements to be certified are:

☑ **Find out if there is an existing Neighborhood Watch in the area.** Call the local CPPC and find out if there is an opportunity to initiate or join an existing Neighborhood Watch.

☑ **Deliver invitations** to each residence, in advance of the meeting. In order to meet the requirements for certification, the invitations must meet the following criteria:

- **Delivered at least 10 days before the meeting.** Make sure residents know about the meeting well in advance.

- **Place, time, and agenda are described.** The invitation shows residents where and when the meeting will take place. A simple agenda is described and includes socializing time, as well as the crime prevention content. Examples are available from your local CPPC.

- **Offer incentives.** The suggested financial incentive is to grant $20.00 off the next month’s rent, to each unit represented at the meeting. This is only a suggestion. The amount and type of incentive offered is up to the discretion of the participating landlord.

- **Copy sent to ESP Program.** Send a copy of the invitation and reconfirm the meeting with your assigned local CPPC.

☑ **Incentives Addressed.** For example, after the meeting is conducted, by the CPPC, arrange for your residents to receive the incentive promised in the invitation. The meeting organizers will provide participants with a certificate of attendance. The certificate could be used to prove eligibility for a discount on the next month’s rent. The residents receiving the incentive/certificate should be an adult who signed the lease agreement.

☑ **All tenants receive a crime prevention packet of information,** whether they attend the meeting or not. The packet can be tailored to individual properties and neighborhoods, but
the core materials are available from Crime Prevention Program Office. One packet is delivered to each rental unit. At a minimum, the packet should include:

- How to contact the property owner or manager in an emergency.
- How to contact police, both emergency and non-emergency numbers.
- How to establish a Neighborhood Watch or Foot Patrol.
- Burglary prevention tips.
- How to spot the warning signs of illegal drug activity and where to report such activity.

**Invite tenants to gatherings at least once yearly.** The opportunity, described above, to attend a crime prevention-oriented neighborhood gathering should be provided to your tenants at least once per year. While some tenants will choose not to participate, having the opportunity will increase the chance that tenants will attend and stay informed on how to help improve the care of their neighborhood.

### Maintaining Program Membership: The Fine Print

The intent of the ESP Program is to improve the livability of rental housing in our communities. The purpose of establishing a membership approach for the program is to encourage participation through the offer of signs and logos that represent a positive standard of rental housing management. Therefore, in those situations where the practices of management are inconsistent with the program’s intent, the ESP Program reserves the right to revoke membership in the program and require the return of all signs posted on the property.

The ESP Program wants as many landlords and property managers as possible to participate. The program is committed to making reasonable attempts to encourage compliance before revoking membership. However, for those instances where decisions must be made to revoke membership, it is important to establish some general guidelines for doing so.

Examples of situations that are inconsistent with the intent of the program, and could result in revocation of membership, include but are not limited to:

- Responsibility for property management that has changed hands and the new management has failed to attend the Landlord Training Program, within 6 months of the date of accepting the property.
- The property falls below the minimum standards required for CPTED Component certification and management fails to bring the property up to CPTED Component standards.
- The landlord/manager does not hold the required resident gatherings to meet ongoing Resident Crime Prevention Training Component certification requirements.
- The landlord/manager has a recent record of violating the civil rights of residents or applicants.
- A local code enforcement agency (Bureau of Development Services, Neighborhood Inspections Program) finds that a property has unreasonably failed to comply with an order to correct housing maintenance code violations.
- At properties with calls for police service that are higher than average for the neighborhood, membership may be denied or revoked if the landlord or manager fails to implement
additional screening procedures with the adults who move into rental units. Examples of additional procedures that may be recommended include, but are not limited to, such steps as setting and applying minimum credit worthiness requirements, denial of applicants for various specific criminal behaviors, and denial of applicants whose prior residential history cannot be reliably verified.

☑ The landlord/manager fails to take all reasonable steps to abate the problem when tenants allow illegal activity on or near the property. For example, when the fact of such activity’s existence has been presented to the landlord/manager by a police officer and the landlord/manager fails to take timely and appropriate action to abate the activity, through appropriate lease enforcement steps, membership in the program will be revoked.

☑ Repeated failure of a landlord/manager to work cooperatively with police and local prosecutors to enforce No Trespassing regulations posted at the property.
The following are resources you may wish to use as you pursue your property management goals. We have not attempted to verify the nature, scope, or quality of every reference listed, nor have we made a comprehensive search for all possible resources.

Rental Housing Associations & Support

The type of support offered by each organization varies. Examples of services include: rental forms, continuing education, attorney referrals, legislative lobbying, running credit checks, and various others. The first three listed essentially serve all types of Oregon landlords.

- **Multifamily NW** (formerly Metro Multifamily Housing Association) serves owners and managers of single-family and multifamily rental property in the Willamette Valley and southwest Washington.
  
  16083 SW Upper Boones Ferry Road, Suite 105  
  Tigard, OR 97224  
  (503) 213-1281  
  [www.MultifamilyNW.org](http://www.MultifamilyNW.org)

- **Rental Housing Alliance Oregon** (formerly Rental Housing Association of Greater Portland) is based in Portland and now serves landlords and property managers throughout the state.
  
  10520 NE Weidler  
  Portland, OR 97220  
  (503) 254-4723  
  [www.rhaoregon.org](http://www.rhaoregon.org)

- **Oregon Rental Housing Association** (ORHA) has local chapters around the state and serves owners and managers of single-family and multifamily property.
  
  1462 Commercial Street NE  
  Salem, OR 97301  
  (503) 364-5468  
  [www.oregonrentalhousing.com](http://www.oregonrentalhousing.com)

- **Stevens-Ness Law Publishing Company**. While Stevens-Ness is not a rental housing association, it provides some of the same services, including rental forms tailored to Oregon law, copies of landlord-tenant laws, and manuals on rental property management in Oregon.
  
  916 SW 4th Avenue  
  Portland, OR 97204  
  (503) 223-3137  
  [www.stevensness.com](http://www.stevensness.com)

- **The Manufactured Housing Communities of Oregon** serves the needs of owners of manufactured dwelling parks and floating home facilities, statewide. Owners of space for mobile, manufactured, or floating homes should contact:
Screening Services

Screening companies provide a range of assistance, so ask for the type of help that is available. For example, you can pay a screening company to run a simple credit check or you can ask many screening companies to provide a much more comprehensive service, including checking all references, conducting criminal background checks and making rent/don’t rent recommendations to you. Unfortunately, there is no section in the phone book for “Tenant Screening Companies.” You will find them under different headings, depending on the scope of services and the preferred heading of the business, including:

✓ Employment Screening & Tenant Verification. This category includes companies that provide a range of information and investigation services including credit checks, reference verification, and criminal background checks.

✓ Real Estate Rental Service. Some of these will be services to renters, rather than landlords.

✓ Property Management. In addition to tenant screening firms, this category includes everything from commercial real estate management firms to residential management companies.

✓ Credit Reports. Some specialize in tenant verification as their primary business, some concentrate on the credit reporting needs of other types of businesses.

Use the same “key words” listed above as a starting point if you are doing an Internet directory search for companies offering screening services as well — ideally after you have already limited your search to Oregon.

Reference Materials: Printed

Check with the associations listed on the previous page for information about both periodicals and handbooks on rental housing issues in Oregon. Other printed references on Oregon landlord-tenant issues include:


The Landlord Times: Metro Portland & Vancouver edition. (Formerly Metro Apartment Manager.) A monthly publication for multifamily property managers in the Portland and
State and Local Links

The following are just few of the resources that seem particularly useful to Oregon landlords:

**Portland Area References:**

In addition to the links shown below, there are two basic numbers every Portlander should know to access City or County services: for emergencies only, call 9-1-1. For everything else, call 503-823-4000 and they’ll connect you with the appropriate City or County agency.

- **City of Portland home page.** From here you can follow links to read the City Code (for example Portland City Code Title 29 may be found on this site) or find out the latest about the services provided by many City Bureaus.......................... www.portlandonline.com
- **Bureau of Development Services.** Information about the Neighborhood Inspections Program, including housing and nuisance codes................. www.portlandoregon.gov/bds
- **Office of Neighborhood Involvement.** Information about such services as mediation, crime prevention, and information and referral. ....................... www.portlandonline.com/oni
- **Portland Police Bureau home page.** Information about accessing Portland Police Bureau services, programs, and planning are available at.................. www.portlandonline.com/police
- **Portlandmaps.com.** A great site for property-specific information, such as permits, cases, tax assessment information, local crime statistics and more. ..............www.portlandmaps.com
- **HousingConnections.org.** A free public service site for the housing industry and residents. Post your residential vacancies and sales free of charge in real time. Call the landlord line at 503-416-2706 or visit: ........................................................... www.HousingConnections.org

**Links to State-wide Information:**

- **State government and laws:** To access State of Oregon information, including state statutes (follow links to the legislature) and references to local government web pages across the state, visit................................................................. www.oregon.gov
- **The Oregon Judicial Department home page** contains a range of information, including links to Circuit Court information available online.........................courts.oregon.gov/ojd
- **The Fair Housing Council of Oregon** provides education, outreach, and access to enforcement throughout Oregon and Southwest Washington with related information online. If you have questions about your rights and responsibilities under the law visit call the Fair Housing Hotline at 503-223-8197 or 1-800-424-3247 or visit................................. www.fhco.org
Forms to Pick Up

The following list shows examples of forms you can purchase to assist you in managing your property. We recommend that you don’t leave this up to chance, but instead purchase forms published by a property management association or a legal documents publishing company (see page 102 for organizations and web sites) that has tailored the forms specifically to match the latest version of Oregon’s Residential Landlord and Tenant Act. Some of the forms suppliers make it easy to view a list of available forms online and to view sample copies. Take the time to familiarize yourself with the forms that are available.

Some forms you will want to purchase and keep on hand. Others you might elect to purchase on an as-needed basis only. Make sure you purchase forms designed for the type of rentals you have. Again, these are only examples. Suppliers of forms generally offer more forms, for more situations, than the partial list shown here.

- Application to rent
- Applicant screening/verification checklist
- Applicant screening fee disclosure
- Deposit receipts
- Rental agreement
- Check-in/check-out and final accounting
- Lead-based paint disclosure
- Smoke/Carbon Monoxide alarm acceptance
- Pet agreements
- Partial payment receipt
- 24-hour notice to enter unit
- Emergency entry notice
- Maintenance and repair request

- Abandoned property notice
- Abandoned automobile notice
- No-smoking addendum
- Addendum to add or remove residents
- Temporary occupancy agreement
- Reasonable accommodation request/verification
- Noncompliance/termination notices: 72 & 144-hour notices for nonpayment of rent, 30-day & 60-day no-cause termination, tenant’s 30-day no-cause termination, 30-day noncompliance notice, 24-hour termination, 10-day repeat violation, 10-day pet violation, and others.

Domestic Violence Resources

*If you observe domestic violence or child abuse in progress, call 9-1-1 immediately.* If you are aware of a domestic violence or child abuse situation also visit the Multnomah County Human Services Department web page that offers many domestic violence references and resources at: [http://web.multco.us/dv](http://web.multco.us/dv). Note that the 2003 and 2011 legislatures made modifications to the rights of victims of domestic violence, sexual assault, or stalking to terminate their tenancies; check ORS Chapter 90 for further details.
### Multi-Family Fire Safety Checklist

The following checklist is recommended by Portland Fire & Rescue.

<table>
<thead>
<tr>
<th>Water Supply</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire hydrants unobstructed (clear 3’ around)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Department Connection (FDC) visible/accessible</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FDC caps are present (if missing maintenance required)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Department Access</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveways – clear and unobstructed width of 20’ minimum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overhanging branches are clear to a height of 13’6”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire lanes are clearly marked (signage or painted curbs) &amp; enforced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address and building numbers clearly identified</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Exterior</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Natural gas meters are safe from vehicle impact</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combustible storage removed (trash)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stairways in good repair (tread and handrails)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exits and exit pathways unobstructed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency lighting present and working</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground cover (consider vegetation that is naturally resistive to fire)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bark dust free from cigarettes.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No storage in/under stairways</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical outlets are in good condition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lint traps/vents free from excessive lint build-up</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Interior and Common Areas</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hallways and corridors clear and unobstructed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency lighting present and working</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exit signage present and working</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors open from the inside without the use of key, special knowledge, or effort</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-closing doors close and latch properly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stairways in good repair (tread and handrails)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical outlets and connections are in good condition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior finish (sheetrock, ceiling) in good condition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attic area components free from breaches</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accessory Uses</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry areas free from lint build-up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundry areas equipped with 2A:10BC fire extinguisher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage area interior finish in good condition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool chemicals stored in original containers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flammable liquids &amp; chemicals stored in original containers, outside of dwellings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community rooms have unobstructed exits, exit signage, posted occupancy load, and 2A:10BC fire extinguisher</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Protection Features</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire extinguishers serviced annually</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire extinguishers visible and accessible</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire alarm system tested annually (keep 3 years of testing documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoke alarms/detectors operational, less than 10 yrs old, free from paint &amp; dirt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprinkler system tested annually (provide documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprinkler riser is clear and unobstructed</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tenant Fire Safety Checklist

The following checklist is recommended by Portland Fire & Rescue.

<table>
<thead>
<tr>
<th>Kitchen</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stove and oven are kept clean and free of grease</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paper towels, hand towels and other clutter is clear of the cooking surface</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Living Area</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allow at least 18&quot; of clear space around baseboard and wall heaters and 36&quot; for portable heaters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fireplace is equipped with a safety screen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If used: chimney/flu safety inspections and cleaning have been performed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matches and lighters are kept out of reach of children</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Candles are in non-combustible, tip proof holders and clear of combustibles</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoking materials are disposed of properly, no evidence of smoker’s carelessness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walls and ceiling are free from holes – which could spread smoke and fire</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General housekeeping is maintained</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathroom fan in good working condition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical outlets are in good condition and not overloaded</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartment is free from evidence of inappropriate fires</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sleeping Area</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free from evidence of smoker’s carelessness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical outlets are in good condition and not overloaded</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Smoke Alarm</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke alarm is present and in appropriately mounted location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoke alarm, when tested, alerts positively</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoke alarm appears to be free from tampering or damage</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sprinkler System</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprinkler heads are free from hanging items</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit’s addressing is clearly identifiable</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Drug Lab Clean-Up

The first thing to do when you suspect the existence of a methamphetamine lab on your property is to call local law enforcement. Then, visit the state Drug Lab Clean-up Program web site at http://public.health.oregon.gov/HealthyEnvironments/EnvironmentalExposures and click on the link to Clandestine Drug Lab Cleanup. The site contains information regarding signs of drug labs, what to do if you discover a lab on your property, and a listing of licensed cleanup contractors. To contact the program directly, call 971-673-0440 or 877-290-6767.

The following list provides additional useful resources:

**URGENT/EMERGENCY NUMBERS IN OREGON:**

**EMERGENCY:** ...................................................... USE 9-1-1 WHEREVER AVAILABLE

Oregon Poison Center: .............................................................1-800-222-1222
Oregon Poison Center Web site............................................. www.ohsu.edu/poison
State of Oregon Agencies:
Note: Agency Web sites can be found through the state’s site at www.oregon.gov
Board of Pharmacy
Building Codes Division
Department of Environmental Quality
Department of Consumer & Business Services
State Police Drug Enforcement Section

Laws

For a basic review of the law, landlords are encouraged to review ORS Chapter 90, available on the web at www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx, as well as the other laws listed below:

✓ **Residential Landlord and Tenant Act (Oregon Revised Statutes Chapter 90).** ORS Chapter 90 is the most important law for any Oregon residential property manager to know. The law covers a range of issues including defining landlord and tenant rights, responsibilities, and recourse. The law describes rental agreement enforcement options and steps tenants may take to address problems generated by noncompliant landlords.

✓ **Forcible Entry and Wrongful Detainer (ORS 105.105 to 105.168).** Describes the FED/court process — the steps involved if a tenant stays on past the end of a termination notice.

✓ **Abatement of Nuisance Activities or Conditions (ORS 105.550 to 105.600).** Gives citizens and governments within the state important powers to bring legal action against property owners who allow specified crimes to occur on their property. Among other provisions, note that the prevailing party is entitled to recover attorneys’ fees, and that general reputation of the premises is permissible as evidence.

✓ **Clean-up of Toxic Contamination from Illegal Drug Manufacturing (ORS 453.855 to 453.995).** Prohibits rental of property contaminated from illegal drug manufacturing and forbids sale of the property unless the contamination is appropriately disclosed. Sets down guidelines for decontamination and the process for having the property certified “fit for use.”

Every two years the legislature reviews Oregon’s statutes and makes changes. Updated versions of the law, once published, are available online, from your local library, or from a property management association. You may also order state laws directly from the Legislative Council in Salem, which also provides the statutes on the Internet. For details call 503-986-1243 or go to the Legislative Counsel’s web site at www.oregonlegislature.gov/lc.
Neighborhood Inspections is responsible for ensuring that all properties, structures, sanitation, and facilities in the City of Portland are maintained to minimum standards of safety and kept in good condition.

A housing inspector visited this property and found that the structure(s) fall(s) below minimum City of Portland Property Maintenance requirements. The violations that have been identified are check below. A complete list will follow by mail.

### Site Address:

- **Site Address:** ________________
- **Tax #:** ________________

### EXTERIOR:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Exterior</th>
<th>Interior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damaged/deteriorated roof/fascia/soffit</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing or insufficient garbage service</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Trash &amp; debris</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Derelict</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Loose/missing bricks</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Deflected roof at foundation</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing mortar</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing bricks</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing moss</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Full of debris</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Defective receptacles</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Water drain at foundation</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated chimney</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing chimney</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Not firmly secured</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Peeling/missing paint</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Untreated bare wood</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Siding still in place</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Windows/doors</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Trim</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Detached garage or accessory structure disrepair</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Roof</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Fascia</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Unreinforced bare wood</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Doors</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Gutters/downspouts</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated windows</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing windows</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Not firmly secured</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Sidings</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Not firmly secured</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Countertops/cabinets</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Worn/torn</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Inadequate tread width</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Structural support damaged</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Unsecured</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

### PERFORMANCE: EXTERIOR/INTERIOR:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Exterior</th>
<th>Interior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damaged/deteriorated windows</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Inadequate tread width</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Support damage</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Unsecured</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Handrails/guardrails</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Exterior</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Interior</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Lacks return(s)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Unsecured</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Foundation/structural members</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Cracked</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Spalling</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Deflected</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Structurally unsound</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Installed without permit</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Rodent entry</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Vents blocked/missing screening/defective</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Doors</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Exterior</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Interior</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Boarded</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Broken window panels</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/malfunctioning/replacement</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Hasp</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Blocked</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Frames/thresholds</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Weather entry /ill fit</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Double-keyed deadbolt</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Windows</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Exterior</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Missing</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does not open</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Damaged/deteriorated</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Broken window panels</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Size impedes egress</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Exceeds egress sill height</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Sanitation</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Mold</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Insects</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Rodents</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
City of Portland Bureau of Planning and Sustainability (BPS)

Landlord Responsibilities for Garbage, Recycling and Composting Service

As stated in the Portland Property Maintenance Code, rental property owners and managers are responsible for providing and paying for garbage, recycling and composting service in Portland. Ensuring tenants have adequate service prevents garbage accumulation and other nuisance conditions at your property. Owners are given control over the bills so that they can choose from many available service options and assure that service is continuously provided. The number of units on a tax lot determines how the service is managed and what is required. BPS provides assistance and free materials to educate tenants about these services. (Note: Composting is included with residential service and available upon request at multifamily communities.)

Landlord Requirements: What You Need to Do

**RESIDENTIAL:** One to four units (single-family, duplex, triplex, fourplex) receive “residential” services.

City of Portland Title 29 Code requires property owners of residential rentals to do three things:

1. Contact the franchised residential garbage and recycling company that services your property to set up service in the property owner’s name. Service may not be set up by, or billed to, the tenant or service address. The bill must be sent to the property owner or to a property management company.

2. Directly pay the garbage and recycling company for services provided.

3. Provide at least the minimum required service level of 20 gallons of every other week garbage service per unit. Weekly recycling and composting collection are also required.

Property owners who fail to provide adequate service can be subject to enforcement actions, including fines. All issues related to how, or if, landlords charge tenants for provision of garbage, recycling and composting services are outside of BPS authority. Title 29 neither requires nor prohibits landlords from recouping these costs from tenants.

**MULTIFAMILY:** Buildings with five or more units on a single tax lot receive “multifamily” services.

Property owners and managers of multifamily communities are required to do three things:

1. Set up and pay for adequate garbage and recycling service for their residents, with recycling containers located as conveniently as garbage collection.

2. Provide new residents with recycling information within 30 days of move-in.

3. Offer recycling reminders annually.

The requirements exist to make sure that all residents – whether in a small courtyard building or a high-rise condominium – have the opportunity to recycle. An easy-to-use system, together with regular, ongoing education can prevent mistakes that cost time and money.

Service Level Requirements: How to Set Up Service

**RESIDENTIAL:** (one to four units)

Garbage and recycling companies in franchised areas provide curbside collection service for households with four or fewer units. The City oversees these companies and sets rates and service options. The garbage bill comes directly from the company that services your rental property. Contact the garbage
and recycling company for your property area to set up service in the property owner’s name. Tenant names may not appear on the bill and the bill must be sent directly to the property owner or management company for payment.

Residential service includes weekly composting and recycling and every-other-week garbage collection. Landlords are required to provide at least the minimum required service level of 20 gallons of garbage capacity per unit.

**MULTIFAMILY: (five and more units)**

Unlike surrounding cities, Portland’s multifamily property owners and managers select a garbage and recycling company from over three dozen City licensed businesses. Aspects of service that are negotiable include cost, number and size of containers, frequency of service and days of collection. The City of Portland is not involved in the contract or agreement established and does not recommend companies or arbitrate contracts.

Establishing garbage and recycling service typically includes these steps:

- Obtain bids from several different companies.
- Ask for recommendations from other property managers in your company or in the neighborhood near your property.
- Identify the best location — with clear access for collection trucks — for garbage and recycling collection at your building. When possible, outside is best.
- Composting is available upon request.

**Free Educational Materials and Assistance**

Residential and multifamily programs have free tools and resources — from tenant brochures and signs to stickers and technical assistance - to help make garbage and recycling collection at your property easy and successful.

**Key Contacts**

**Garbage and recycling company:** Find your company on the bill or the garbage and recycling containers they provide.

**The City of Portland, Bureau of Planning & Sustainability: 503-823-7224**

**Residential (one to four units)**

- Online:  www.portlandoregon.gov/bps/rentals
- Collection schedule: www.garbagedayreminders.com

**Multifamily (five and more units)**

- Online:  www.portlandoregon.gov/bps/mybldgcomposts
- Email: multifamily@portlandoregon.gov

**Metro**

Offers disposal options of items not accepted through collection at the property, such as computers, monitors and TVs, hazardous waste, needles, paint, chemicals, Styrofoam, and compact fluorescent light bulbs (CFLs).

- Online: www.oregonmetro.gov/recycling
- Phone: 503-234-3000
RESIDENTIAL RENTAL PROPERTY OWNER ORDER FORM
FREE resources available for rental houses and smallplexes (2 – 4 units).

Materials
Free materials are available for all rental properties. The City may either mail or hand-deliver the materials. Materials include:

- Tenant guides provide an overview of Portland's collection system and resources.
- Be Cart Smart guides with service information for tenants and a guide to what goes in each cart. They are available in 10 languages.
- Food scrap stickers for the green composting roll carts that help educate tenants about what food scraps are accepted.
- Outdoor signs with easy-to-understand pictures showing tenants how to sort materials. Signs are durable plastic, 12”x 18” and available to 3 and 4 unit properties only.*

Order materials – Indicate quantities

<table>
<thead>
<tr>
<th>Tenant Guide</th>
<th>Be Cart Smart Guides</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>English</td>
</tr>
<tr>
<td>Arabic</td>
<td>Spanish</td>
</tr>
<tr>
<td>Romanian</td>
<td>Russian</td>
</tr>
<tr>
<td>Japanese</td>
<td>Vietnamese</td>
</tr>
<tr>
<td>Ukrainian</td>
<td>Chinese</td>
</tr>
</tbody>
</table>

Food Scrap Stickers

Outdoor Signs*

Contact Information

Name of Person Placing Order
Phone
Email

Rental Property Address
List all your properties in the City of Portland that are residential rentals (houses and 2-4 unit plexes)
Number of Units

Mail completed form to:
Residential Recycling, Bureau of Planning and Sustainability
1900 SW 4th Avenue, Suite 7100, Portland, Oregon 97201

Order online: www.portlandoregon.gov/bps/rentals
Fax completed form to: 503-823-4562
Email completed form to: wasteinfo@portlandoregon.gov

Questions?
Landlord Resource Line: 503-823-7224
Online: www.portlandoregon.gov/bps/rentals

Bureau of Planning and Sustainability
Innovation, Collaboration, Practical Solutions,
City of Portland, Oregon
Charlie Hales, Mayor - Susan Anderson, Director

LLT 14-15
City of Portland Multifamily (5 or more units)
Garbage and Recycling Resources Order Form

Free resources to ensure your residents know how to recycle and compost the right way.

**Free Resources for Recycling (please indicate quantity)**

**Multifamily Resident Recycling Guide**
Select languages and quantities.
- English
- Spanish
- Russian
- Vietnamese
- Somali
- Mandarin

**Recycling Refrigerator Magnet**
Quick reference of materials that can and cannot be recycled. Available in English only.

**Recycling Door Hanger Bags**
Includes one Multifamily Recycling Guide and one refrigerator magnet. Great for new residents at move in.

**Recycling Door Hanger Information Cards**
Overview of materials that can be recycled.

**Delivery**
- Bags
- Cards
- Delivery Options
  - You hang: delivered within three weeks.
  - We hang: delivered and hung by City Contractors within six weeks. No resident contact.
  - We hang and talk with your residents: delivered and hung by City contractors within six weeks.

**Recycling Sign Sets**
Display above recycling collection containers. Sets contain one glass and one commingled materials sign.
- Indoor set includes two 12” x 18” paper posters.
- Outdoor set includes one 12” x 18” and one 18” x 24” durable plastic signs.

**Free Resources for Composting Food Scraps (please indicate quantity)**

**Multifamily Resident Compost Guide**

**Compost Refrigerator Magnet**

**Compost Sign**
18” x 24” signs made of durable plastic for outdoor display above food scrap collection containers.

**Compost Door Hanger Bags**
Includes guide and refrigerator magnet. Great for program start up.

**Special Assistance Requests**
- Site visit
  - Assess collection system and provide assistance.
- Presentation
  - For residents or staff.
- Property Manager Guide
  - Guide to assess collection system and provide assistance.

**Contact Information**

Please note, each site address requires a separate order.

Name of person placing order: __________________________ Site Name: __________________________

Site Address: __________________________________________

Phone: __________________________ Email: __________________________

Fax or Mail Complete Form to:
MF Waste Reduction, Bureau of Planning and Sustainability
1900 SW 4th Ave, Ste 7100, Portland, OR 97201
Fax: 503-823-4562

Order Online:
www.portlandoregon.gov/bps/multifamily

Bureau of Planning and Sustainability