

Eviction Prevention and Landlord Engagement Overview

Nancy McReynolds
Program Services Coordinator
Lane County Human Services



Welcome and Introductions

Please introduce yourself in the chat:

- ✓ Name and Pronouns
- ✓ Agency
- ✓ Role/Title

Agenda

- Welcome and introductions
- Eviction Prevention – Best Practice
- Case Management
- Advocacy
- Non payment of Rent – HB 2001 Update!
- Landlord Tenant Law – overview of Termination Notices
- Overview of the Eviction Process
- Landlord Engagement/Partnership Development Tips
- Q&A

What do we hope
to get out of the
presentation?

Objectives

- ✓ Understanding of what causes evictions and how to prevent them
- ✓ Understanding 3 Key Rules to avoid risks to housing
- ✓ Understanding ways to avoid an eviction
- ✓ Understanding of Landlord/Tenant law in regards to Notices
- ✓ Understanding of the Eviction Process as a advocacy tool
- ✓ Understanding Landlord Engagement and Development

Eviction

Prevention

- Best Practice – 3 Key Rules
 - Tenants who follow these rules are successful in their housing and rarely have issues with their landlord;
 - Pay rent on time
 - Follow the lease/rental agreement
 - Take care of the property

Guests/Noise/ Traffic

- Tenants are responsible for guests and their actions
- Tenants can be evicted due to disturbances by their guests
- Next to non-payment of rent; noise disturbances are one of the main reasons for a termination notice
- Why?
 - Landlords don't want to risk losing other tenants

Smoking

- Smoking disclosure in the rental agreement must state whether smoking is:
 - ✓ Prohibited on the premises
 - ✓ Allowed in limited areas on the premises, and if so;
 - ✓ Must identify those areas on the premises where smoking is allowed
- Regulation: ORS 479.305

Drugs

- If a tenant is residing in a unit that is subsidized through a HUD grant; the use of marijuana is prohibited, as the leased unit is under a federally-funded program.
- Federal law supersedes Oregon State Laws
- Drugs –
 - “The Manufacturing/Selling of illegal/illicit substances is prohibited by law can be a cause for a 24hr eviction notice.”

Case Management

Do's

- Help resolve issues early
- Make regular home visits
- Review lease with client
- Check in with landlord regularly
- Review Housing Stability Plan
- Engage with client often if having issues with landlord or neighbors
- Ensure the unit remains in good condition and maintenance is performed

Don'ts

- Go for weeks/months without a home visit
- Ignore housekeeping issues
- Not disclose property damage to landlord
- Ignore long term guests
- Ignore neighbor complaints

Advocacy

- Identify issues early with the consumer, BEFORE the landlord is aware of or issues a termination notice
- Ask client to notify you when they have conflicts with their landlord or other tenants
- Sit with client to develop a corrective action plan to mitigate issues going forward

Corrective Action Plan (CAP)

- Plan should be client-driven and client-focused
- Identify the key issues that could pose a risk to housing
- Assist consumer in implementing a realistic time frame in which to correct potential issues
- Include identified resources/support services as needed
- Include possible alternatives if consumer is unable to remedy;
 - Transition to an alternative unit to avoid termination of lease or eviction
 - This can be beneficial if the issues are unresolvable or the housing is not a good fit for the consumer

Non Payment of Rent

- Assist the consumer in working out an agreement with their landlord to pay back rent and halt the eviction
- Repayment Pledge –
 - Commitment to repay within specified timeframe
- Repayment Agreement -
 - Spells out the terms of the agreement
 - signed by tenant/landlord

Recent changes to the law (3/29/23)

- **IMPORTANT NEW PROTECTIONS FOR RENTERS**
-
- The Oregon Legislature has passed new protections for renters in HB 2001 (2023). Under the new laws, renters have important rights that can help protect from eviction because of nonpayment of rent, fees, or other money owed to a landlord. These new rights include:

HB 2001 snapshot

- Termination notices for nonpayment of rent must give at least 10 days for renters to pay the late rent and stay in their homes.
- If renters are able to pay their overdue rent after a court case has started, but before the trial, the eviction must be dismissed.
- If landlords prevent renters from paying their rent in any way, including by refusing to work with a rent assistance provider, renters have a defense to evictions for nonpayment.

HB 2001 – Continued

- **Termination notices for nonpayment of rent must give at least 10 days to pay**
- Under the new law, renters who rent month to month or have a lease have a right to at least 10 days' notice before a landlord can evict for nonpayment of rent. 72-hour notices are no longer allowed for any tenancy other than week-to-week tenancies. If a renter pays the late rent in full during the 10-day notice period, the landlord cannot file an eviction based on the unpaid rent. If a landlord gives a 72-hour notice for nonpayment of rent, renters may have a legal defense to an eviction case.

- **Renters can pay overdue rent after an eviction case has started**
- Even if a landlord has already started an eviction case, renters now have the right to pay their overdue rent and get the eviction case dismissed. Landlords no longer have the right to refuse a rent payment just because the time to pay stated on the nonpayment notice has passed. Renters have until the time of their trial to pay their landlord the amount of rent that is due on the termination notice.

- **Landlords cannot refuse to work with rent assistance providers**
- If a landlord refuses to work with a rent assistance provider, and as a result a renter can't pay rent, renters have a defense to an eviction that is based on nonpayment. If a landlord prevents a renter from paying rent in other ways, renters may also have a defense.

- Courtesy of Oregon Law Center
- To learn more and see the full scope of the law go here:
- [https://olis.oregonlegislature.gov/liz/2023R1/Downloads/Measure Document/HB2001/Enrolled](https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB2001/Enrolled)

Termination Notices

- 24hr Notice – “Outrageous in the Extreme”
- 72hr Notice – Non Payment of Rent
- 30 Day (14/30) – Notice for Cause Termination
- 10 Day Repeat Notice – No opportunity to cure

- Notices must include detailed description of violations, cure date, and exit date if unable to remedy.
- **Refer to slides below for important changes to the law under HB 2001!!**

24hr Notice

- Not curable normally
- If tenant or their guest threaten to cause physical harm to another resident
- If tenant or their guest physical harm another resident
- Manufacture/distribution of illegal substances
- Extensive property damage

72hr Notice

- Reserved for Non-Payment of Rent
- Only allowed for week-to-week tenancies (HB2001)
- Landlord is not required to accept partial payment
- **New changes to the law effective March 29, 2023!**
- **Continue for breakdown of changes!**

HB 2001 Approved on 3/29/2023

- When serving a notice of termination for nonpayment of rent per ORS 90.394, HB 2001 increases notice period from 72-hours to 10-days. New law in effect as of March 29, 2023
- HB 2001 defines 'nonpayment' as nonpayment of a payment that is due to a landlord, including a payment of rent, late charges, utility or service charges or any other charges or fee as described in the rental agreement. As defined under HB 2001, 'nonpayment' does not include payments owed by a tenant for damages to the premises.

30 Day Notice (14/30)

- Notice for Cause Termination –
- 14 days to cure
- If the tenant cures the violation(s), their lease will not terminate and they can stay
- If the tenant is unable to remedy by the exit date their lease will terminate on the date indicated and the tenant must exit in 30 days or face possible eviction
- Notice must include 3 days for mailing

10 Day Notice Repeat Violation

- No opportunity to cure
- If the tenant repeats the violation(s) within 6 months of the notice, the tenant's lease can be terminated and they will be asked to exit
- This notice is in response to a 14/30 above

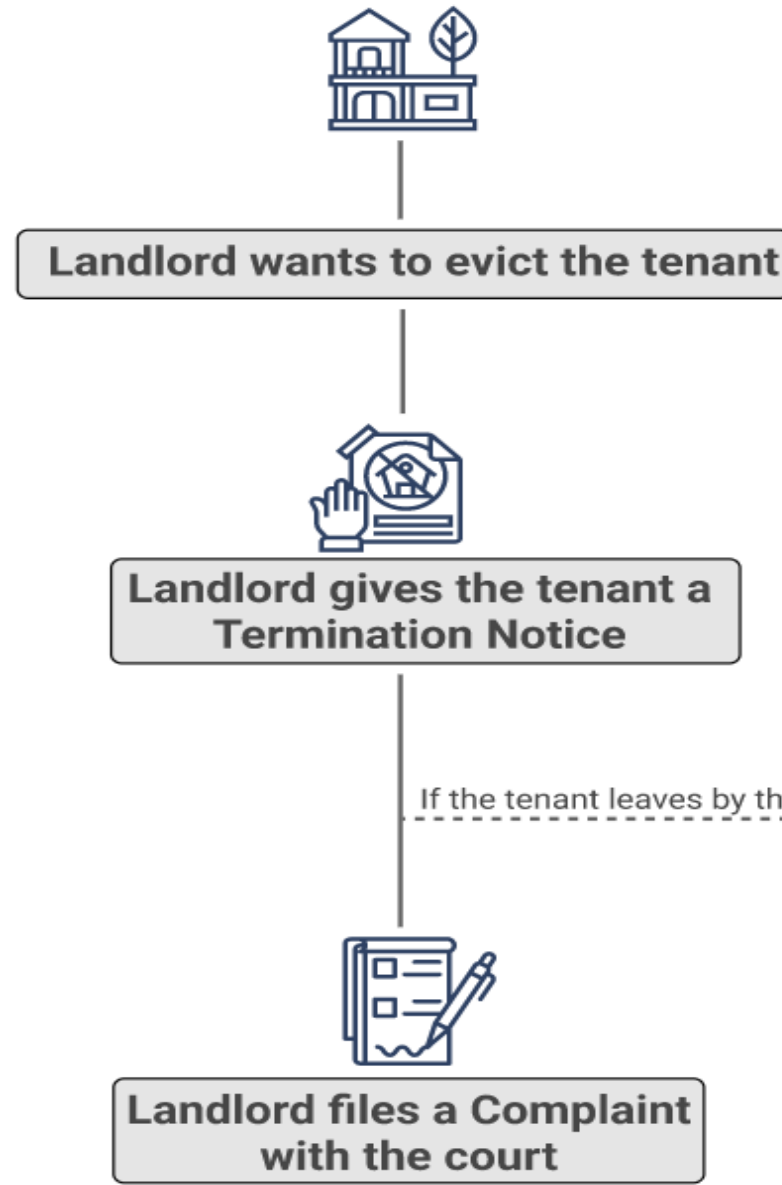
No Cause Notices

- A Landlord can issue a No Cause Notice if;
 - Lease is month/month
 - The lease is < one year
- Landlord does not have to provide a reason for the notice
- Tenant has to exit by the date shown in the notice

Note on Notices

- A Termination Notice is not an Eviction Notice
- If a tenant receives a Notice to Vacate it does not mean they are being evicted. A tenant cannot be evicted without a court order
- A landlord cannot legally remove belongings or “lock out” a tenant without a judgment from the court

Eviction Process Overview



Court mails the tenant a Summons



First Appearance

Judge recommends that the two sides enter into a negotiation to resolve the complaint, the case is put on hold for the length of the negotiation, which can last from minutes to days.

If no agreement can be reached, the case is set for trial.



If the case is going to trial, the tenant must file an Answer

If the tenant misses the first appearance



EVICTED

- By default, a judgment of eviction on rental record

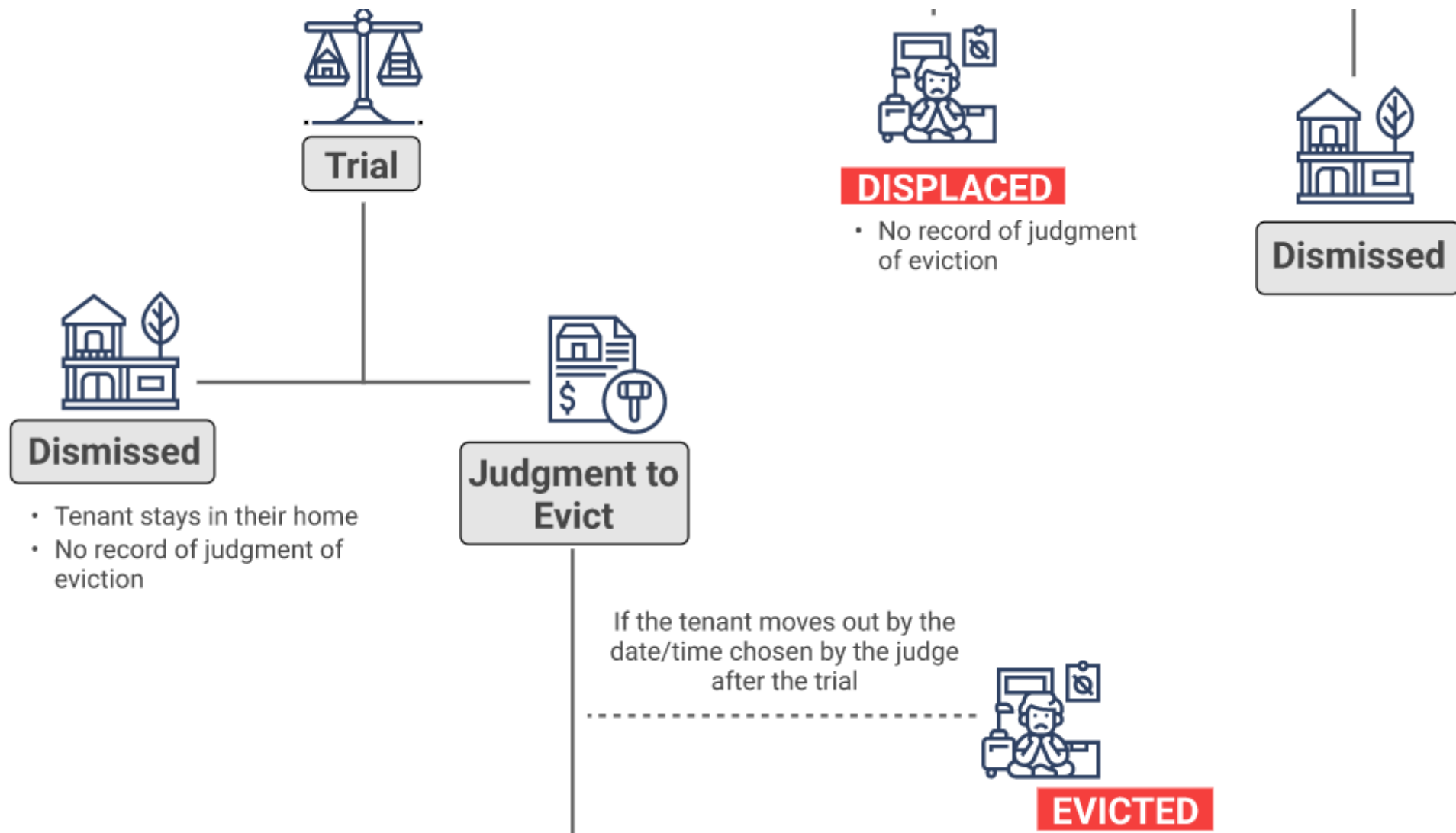
If the parties can reach an agreement



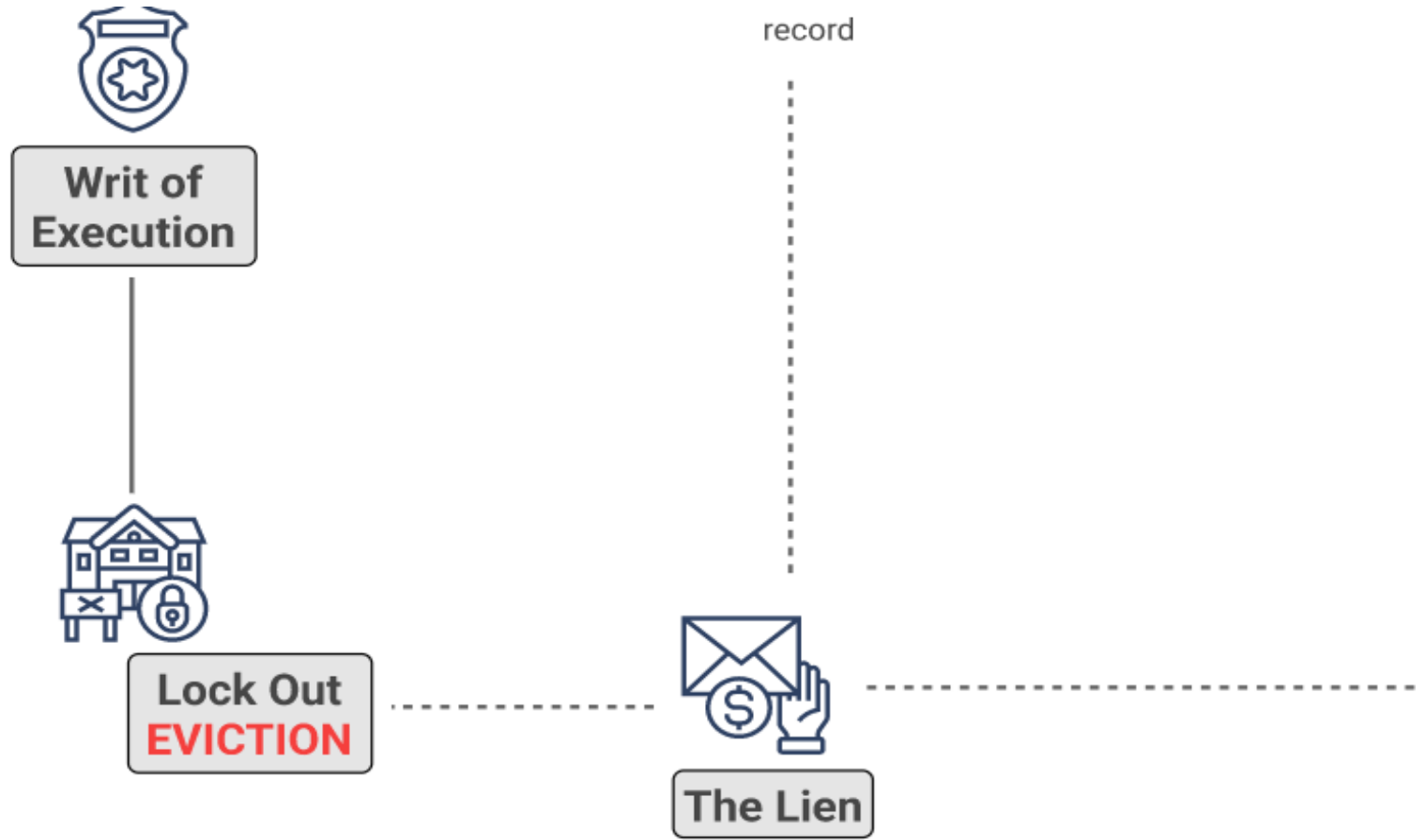
A Stipulated Agreement is signed between the landlord and tenant(s)

If the agreement includes a move-out date

If the agreement includes a move-out date, the tenant must comply with it



After Trial



- If the judge awards "costs and fees" to the winner, the other side will get a bill for all of the court fees and the cost of the winner's lawyer.
- Can range from \$88 - \$20,000+
- Creates a lien on the record on the losing side, most often the tenant.

Eviction Process Overview

- Step 1 – Landlord gives tenant a notice to move out
 - Step 2 – If tenant does not move by the date in the Notice, landlord files an eviction with court
 - Step 3 – Tenant served with Summons to appear
 - Step 4 – *First Appearance* at court
 - Step 5 – File an *Answer*
- Settle and stay
 - Move out
 - Decide to fight in court
- Settle and stay
 - Move out
 - Report settlement
 - Decide to fight eviction
- Ask for mediation
 - Ask for time to move
 - Ask for trial
 - Case dismissed, landlord no show
 - Landlord wins, tenant is a no show

Eviction Process continued

- Step 6 – Court orders tenant to move out after 1st Appearance or after Trial
- Step 7 – Sheriff removes tenant from the property Sheriff or landlord removes tenant's belongings.
- Tenant moves out
- Tenant stays past exit date
- Sheriff can remove tenant if tenant stays past date in court order
- Tenant contacts landlord within 5 days (8 if by mail) to arrange to get belongings back within 15 days
- If tenant fails to claim belongings in 15 days, landlord can sell or dispose of belongings

Eviction Process continued

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Landlord Tenant Law & the Eviction Process

Disclaimer:

The information provided in this presentation is for general educational use only. *It is not a substitute for the advice of an attorney.* It is recommend consumers faced with an eviction obtain legal representation or advice from a legal aid organization as landlord/tenant laws and the eviction process can change quickly.

Landlord Engagement Partnership Development

- **Communicate:** Let landlords know about operational changes such as staffing, points of contact, and redetermination of tenant rent.
- **Respond:** Ensure providers have staff capacity to receive and respond to landlord inquiries and can prioritize proactive communication/resolution.
- **Clarify your commitment:** Let landlords know how they will benefit: guaranteed rent, supportive services, and regular communication.

Tips

- Tell them what you will do, and do it
- Communicate regularly and promptly
- Under-commit so you can over perform
- Work constantly to build and improve relationship

Identify Benefits

- Guaranteed rent payments for the next XXXX months
- No need to advertise for vacant units
- No application processing - saves time/money
- Case management and housing support to resolve tenant issues
- Free inspections - support staff will help maintain their property
- Incentives:
 - Additional security deposits to mitigate risk
 - EHV Vouchers - Up to \$2,000 for "holding fees", etc.
 - Risk Mitigation Funds - up to \$2,000 above security deposit

Questions ???



Resources

- [HB2001 Passed by Oregon Legislature | Portland.gov](#)
- <https://www.wrcls.ca/best-practices-toolkit/>
- **Legal Support** =
- [Oregon Eviction Process \(2022\): Grounds, Steps & Timeline](#)
- <https://oregonrentersrights.org>
- <https://oregonlawhelp.org/>
- <https://oregonlawcenter.org/eviction-defense-project/>
- **Tenant Rights** - <https://www.oregoncat.org/>
- <https://www.evictedinoregon.com/how-evictions-work>
- **Rent Repayment**
- https://www.csh.org/wp-content/uploads/2013/09/RentRepayment_F.pdf
- **Landlord Engagement** - [Rapid Rehousing Roundtable Discussion Series: Landlord Engagement and Unit Acquisition – YouTube](#)
- RRH – Know How Series [Housing identification activities for new rapid re-housing providers - National Alliance to End Homelessness](#)

Thanks for
participating!

- If you have additional questions or if I can help provide additional resources or guidance feel free to contact me.

Nancy McReynolds, Landlord Liaison

Lane County, Housing, Homelessness and Community Action

nancy.mcreynolds@lanecountyor.gov