



Rent Right

KNOWLEDGE • STABILITY • RESPONSIBILITY



A GUIDE FOR LANDLORDS AND TENANTS

ACKNOWLEDGEMENTS

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211 Info

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Campbell DeLong Resources, Inc.

Community Alliance of Tenants

Community Energy Project

Home Forward

Legal Aid Services of Oregon

Metro Multi-Family Association

Multnomah County Health Department Oregon

Environmental Council

Oregon Law Center

Oregon Public Health Division

Portland Bureau of Development Services

Portland Housing Bureau



This handbook is for general educational use only. It is not a substitute for the advice of an attorney. If you have a specific legal question, you should contact an attorney. The information in this handbook is accurate as of March 27, 2018. If you are a tenant and have questions about your legal rights you may want to call Legal Aid Services of Oregon at 503-224-4086 or go to www.oregonlawhelp.com.

TABLE OF CONTENTS

ACKNOWLEDGMENTS	2
INTRODUCTION	4
How Our Housing Can Impact Our Health	4
LANDLORD TENANT LAWS	6
Oregon State Residential Landlord and Tenant Act (ORS § 90.100-90.875)	6
Property Maintenance Requirements	6
What are the Maintenance Responsibilities of Landlords and Renters?	7
What are Habitability Requirements and Essential Services?	8
What Are Overcrowding And Occupancy Standards?	11
TOP 25 BASIC REQUIREMENTS FOR HOUSING UNITS	12
SEARCHING FOR A RENTAL HOME	14
What Do Rental Agreements Say About Maintenance Responsibilities?	17
Who is Responsible for the Utilities?	18
What is the Move-in & Move-out Condition Report?	19
LIVING IN THE HOME	20
Seven Healthy Homes Principles	21
LEAD HAZARDS IN THE HOME	24
MOLD HAZARDS IN THE HOME	26
RADON HAZARDS IN THE HOME	28
PEST PROBLEMS IN THE HOME	29
What are Bed Bugs?	30
SMOKE-FREE HOUSING	32
GETTING REPAIRS MADE	33
What if Repairs Aren't Made by the Landlord?	35
DISPUTE RESOLUTION	39
Housing Inspections	41
WHAT DOES THE LAW SAY ABOUT RETALIATION?	44
MOVING	45
How to Get the Deposit Back	46
What is Normal Wear and Tear?	47
FAIR HOUSING LAWS	48
APPENDIX	49



INTRODUCTION

Having access to essential information about state and local maintenance codes, the code enforcement process, and an understanding of the connection between health and housing are all key components to healthy rental housing. Creating and maintaining safe and healthy rental housing requires an informed partnership between the landlord and renter. This handbook offers helpful tips and information to both landlords and renters about ways to ensure rental units and homes are maintained.

HOW OUR HOUSING CAN IMPACT OUR HEALTH

Rental homes that are in poor condition are known to negatively affect renter health. Having homes that are free of physical and environment hazards is an important part of supporting the physical and mental health of renters.

MANY CONDITIONS IN THE HOME MAY CAUSE HEALTH PROBLEMS.

Some examples of common conditions that can lead to health problems include:

- Chipping or damaged paint in homes built prior to 1978 may cause an exposure to toxic lead paint, and may lead to serious health problems for both children and adults
- Poor ventilation, leaky roofs or pipes can lead to moisture problems and mold in the home
- Mold problems can lead to asthma for some individuals
- Pests such as insects and rodents may trigger asthma and allergies
- Structural issues such as loose handrails may lead to falls and injury

Property owners and managers can help ensure a healthy home environment by:

- providing a clean and sanitary home for the renter to move into
- conducting regular inspections, maintenance and repairs on their rental properties; and
- ensuring that the common areas are maintained and kept clean

At the same time, renters play an equally important role in promoting a healthy indoor environment by:

- taking such actions as keeping the interior of the home clean and sanitary
- ensuring that the rental is well ventilated
- keeping it pest and contaminant free
- promptly notifying the manager or landlord when repair needs occur

INTRODUCTION CONT'D

IN THIS HANDBOOK, YOU WILL FIND:

- ✔ Tips for both landlords and renters on maintaining safe, healthy, and habitable homes
- ✔ Information on landlord and renter rights & responsibilities for housing maintenance
- ✔ A description of local housing maintenance requirements and the code enforcement process
- ✔ References and community resources on where to get additional information.





LANDLORD TENANT LAWS

WHAT ARE THE LAWS THAT PROTECT THE MAINTENANCE AND CONDITION OF RENTAL PROPERTY?

Both state and local laws protect renters and landlords in Multnomah County. These laws are designed to prevent deterioration of the quality of rental property and to promote the health and safety of renters in the home. State and local laws also outline the rights and responsibilities for both landlords and renters. While other laws apply as well, two of the most significant laws that regulate the maintenance of rental properties in Portland are listed below. Before renting, landlords and renters may want to become familiar with these laws.

OREGON STATE RESIDENTIAL LANDLORD & RENTER ACT (ORS § 90.100-90 .875)

The Oregon State Residential Landlord & Tenant Act is a part of Oregon State civil law. Civil law, or common law, is generally used to help private citizens, such as landlords and renters, resolve disputes or collect for damages done by the other party. Landlord-tenant laws, such as the ones found in the Oregon State Residential Landlord & Tenant Act, are enforced by landlords or renters. For example: when a landlord seeks to remove a renter for non-payment of rent, or damage to the rental property, they will seek to remove the renter by eviction through civil court. When a renter seeks to enforce habitability laws, or settle disputes with the landlord, they can take the landlord to court to settle the dispute.

HOW IT'S USED:

The Oregon Residential Landlord & Tenant Act outlines the rights and responsibilities for landlords and renters, and includes information about basic habitability and maintenance standards. The Oregon Residential Landlord & Tenant Act also covers rules about security deposits, fees, rent increases, utility payments, and the rights and duties for landlords to enter and inspect the rental unit.

PROPERTY MAINTENANCE REQUIREMENTS

The Cities of Portland, Gresham and Wood Village, as well as unincorporated Multnomah County, all have rental housing maintenance regulations. Maintenance Regulations contain minimum maintenance requirements for residential buildings, including rental properties, to ensure safe, clean, and habitable living conditions.

LANDLORD TENANT LAWS CONT'D

HOW IT'S USED:

Property Maintenance Requirements are enforced through a complaint-driven process. Anyone can submit a complaint to a rental housing inspection program; for phone numbers see the back of this book. When the office receives a complaint or request for service on a particular property, an inspector is dispatched to investigate. The inspector will look for conditions which indicate overdue maintenance, and/or various interior conditions including: broken wiring or fixtures, leaking plumbing pipes, damaged walls or flooring, missing or non-functional smoke detectors, unsanitary conditions or signs of pests, broken doors or door hardware, heating problems, missing handrails, damaged stairs or similar conditions.

WHAT ARE THE MAINTENANCE RESPONSIBILITIES OF LANDLORDS & RENTERS?

The responsibility for maintaining a clean, safe, and habitable rental is shared by both the landlord and renter. State and local laws protect the rights of both landlords and renters.

Together

LANDLORDS AND TENANTS CAN SHARE MAINTENANCE RESPONSIBILITIES	
LANDLORD (ORS 90.320)	RENTER (ORS 90.325)
<ul style="list-style-type: none"> • Provide a home that is clean, safe, and habitable at the time the renter moves in. • Make necessary and agreed-upon repairs as needed after move-in 	<ul style="list-style-type: none"> • Ensure that the rental is kept clean, safe, habitable, and free of collections of trash and debris. • Ensure that all household members and guests avoid harming the property beyond normal wear and tear.
Ensure that the rental unit has properly working smoke detectors and provide the initial set of batteries if it is battery operated.	Check smoke detectors in the rental unit every six months to ensure that they are properly working and replace batteries when needed.
Make sure that the rental has adequately maintained essential services and meets basic habitability requirements (ORS 90.100 (10)).	Return the property to your landlord in the same condition at move-in except for reasonable wear and tear. <i>See "What is Normal Wear and Tear" on page 44.</i>
Pay for any required utilities that the law, or the rental agreement, specifies will be paid for by the landlord.	Pay for any required utilities that the rental agreement specifies will be paid for by the renter.

**Note: This information is a summary only and is not a comprehensive list. For a full list of landlord and renter responsibilities refer to ORS 90.320 and ORS 90.325.*



HABITABILITY REQUIREMENTS

WHAT ARE HABITABILITY REQUIREMENTS & ESSENTIAL SERVICES?

Every rental unit in the State of Oregon must meet certain standards for safety, health and cleanliness. These standards are called habitability standards. Oregon's Landlord Renter laws set the minimum habitability standards. These are reinforced by local governments, such as City of Portland's Title 29, or Gresham's standards based on the International Property Maintenance Code (IPMC).

Below are examples of some of the most important *Essential Services and Habitability Standards* for rentals in Multnomah County:

WEATHERPROOF AND WATERPROOF

Rental homes must be waterproof and weatherproof. Doors and windows should seal properly, and the roof, floors and walls should keep out wind and rain. (ORS §90.320/Title 29 §29.30.060/IPMC 302.4)

WINDOW AND DOOR LOCKS

Windows should latch, and all outside doors should have working locks, and those locks should work properly with the keys the landlord provides to the renter. (ORS §90.320/ Title 29 §29.30.030/IPMC 304.18)

HOT AND COLD RUNNING WATER & ADEQUATE PLUMBING

Rental homes must have hot and cold running water supplied through appropriate fixtures that are connected to a sewage system. The water must be safe to drink, and the plumbing system must be adequate for normal use and in good working order. (ORS §90.320/Title 29 §29.30.170/IPMC 501)

ELECTRICAL EQUIPMENT

Electrical equipment, such as electrical panels, lighting, and wiring must be properly installed and also must be adequate for normal use and kept in good working condition. (ORS §90.320/ Title 29 §29.30.180/IPMC 604.1)

HABITABILITY REQUIREMENTS CONT'D

HEAT SOURCES

The rental home must have a built in heat source (or sources) adequate to heat the whole unit. The heating system must have been installed properly and be safe and in good working order. The heat source must be able to maintain a room temperature within the home to at least 68 degrees Fahrenheit. (ORS §90.320/ Title 29 §29.30.180/IPMC 602)

SMOKE AND CARBON MONOXIDE DETECTORS

The City of Portland and IPMC require that smoke detectors or alarms be installed in each sleeping room or area, in the immediate vicinity of the sleeping rooms and on each additional story of the dwelling, including basements and attics with habitable space. Oregon requires smoke alarms and (where appropriate) carbon monoxide alarms in rental units. There must be a carbon monoxide detector within each bedroom, or within 15 feet of each bedroom door if there is a carbon monoxide source. (ORS § 90.320, 90.317/Title 29 § 29.30.240/IPMC 704)

Together **LANDLORDS AND TENANTS CAN MEET HABITABILITY REQUIREMENTS**

LANDLORD (ORS 90.320)	RENTER (ORS 90.325)
(Title 29 §29.30.240, ORS 479.270) To supply and install a working smoke detector in: <ul style="list-style-type: none"> • all sleeping areas • in hallways adjacent to all sleeping areas • in each additional story of the rental with habitable space including basements and attics • To provide written instructions on testing the alarms to the renter 	(ORS 90.325; ORS 479.300) To not tamper with functioning smoke detectors/alarms
(ORS 90.320) To provide working batteries (for smoke detectors that are solely battery-operated) when the renter moves in	(ORS 90.325, 479.275) To test the smoke detector at least once every six months and replace batteries as needed in any smoke alarm or smoke detector provided by the landlord
(ORS 90.320) Provide maintenance for all smoke detectors (other than replacing batteries) upon written notice from the renter	(ORS 479.275) To notify the landlord of malfunctioning smoke detectors

HABITABILITY REQUIREMENTS CONT'D

EMERGENCY EXITS

Every sleeping room shall have at least one window or exterior door approved for emergency escape or rescue that is openable from the inside to a full clear opening without the use of special knowledge, effort, or separate tools. (Title 29 §29.30.230/IPMC 702)

APPLIANCES & EQUIPMENT

Appliances and equipment such as fans, thermostats, and major appliances should be functioning properly. If the rental home includes appliances supplied by the landlord, they must be in good working order. Examples of appliances include stoves, refrigerators, and air conditioners. (ORS §90.320/§29.30.270/IPMC 603.1)

SANITATION & PEST CONTROL

When the renter moves in, the whole property should be safe — inside and out. The landlord must make sure that the building, out-buildings, and the grounds are clean and free of trash, rodents and other pests at the time of move-in. Renters then have the responsibility for making sure that the rental stays clean and free from the buildup of trash, debris or sanitation issues that could attract pests. Renters should also notify the landlord if they notice a pest problem. Landlords have the responsibility to continue to maintain the areas under the landlord's control (such as common hallways, staircases or lobbies) and make sure they are safe, sanitary and free of trash, rodents and other pests. (ORS §90.320/Title 29 §29.30.130/Title 29 §29.30.140/IPMC 702)

MOISTURE CONTROL – INTERIOR DAMPNES

The inside of rental homes, including basements and crawl spaces, should be maintained reasonably free from dampness to prevent conditions conducive to decay, mold growth, or deterioration of the structure. Landlords should make sure that the rental is weatherproof and waterproof, while the renter should take steps to control excess moisture.

A simple example: On the one hand, the landlord must make sure that installed bathroom fans are operable (or, in some older homes where fans are not required, that the bathroom window opens). On the other hand, the renter's obligation is to use the fan/window system to adequately ventilate the bathroom and thus stop conditions that could lead to mold, mildew and other types of decay (Title 29 § 29.30.120/IPMC 305.1,401.2).

HABITABILITY REQUIREMENTS CONT'D

WHAT ARE OVERCROWDING & OCCUPANCY STANDARDS?

Occupancy Standards state the number of persons allowed per bedroom. Overcrowding, or too many people living in a rental unit, may lead to unsanitary living conditions.

Prior to renting, landlords may want to ask the renter(s) about the number of people who will be living in the rental unit. To prevent potential overcrowding situations in rental units, Oregon state law and City of Portland Title 29 code outline policies that landlords may adopt around occupancy standards in rental units.

Oregon state law (ORS 90.262) states that If adopted, an occupancy guideline for a dwelling unit shall not be more restrictive than two people per bedroom and shall be reasonable. Reasonableness shall be determined on a case-by-case basis. Factors to be considered in determining reasonableness include, but are not limited to:

- The size of the bedrooms;and
- The overall size of the dwelling unit; and
- Any discriminatory impact on those identified in ORS 659A.421.

Additionally, Title 29 (§29.30.220/IPMC 404.5) states that no dwelling unit shall be permitted to be overcrowded. A dwelling unit shall be considered overcrowded if there are more residents than one plus one additional resident for every 100 square feet of floor area of the habitable rooms in the dwelling unit.

However, **the practical rule**¹ that landlords may want to set regarding occupancy standards in the rental unit is this: a landlord can establish reasonable standards for the number of people per square feet in a rental unit, such as those found in Title 29 regulations (§29.30.220), but the landlord cannot use overcrowding as a pretext for refusing to rent to tenant with children if the landlord would rent to the same number of adults. It is also important to note that under the Fair Housing Act, landlords may not discriminate against potential renters based on “familial status”. (Sec. 804. [42 U.S.C. 3604] (b))

When reviewing discrimination complaints around occupancy rules, on the basis of familial status (the presence of children in a family), the U.S. Department of Housing and Urban Development (HUD) considers a range of factors to determine if a particular policy is reasonable². These factors include:

- Size of bedrooms and the rental itself
- The age of children
- Configuration of the rental unit
- State and local law

¹ The Fair Housing Council of Oregon recommend that landlords adopt a “two plus one” occupancy standard. This policy would allow for two people per bedroom or sleeping area plus one extra person, provided that this does not violate the City of Portland’s Title 29 Overcrowding. Rules (29.30.220). The Fair Housing Council of Oregon can be reached at 503/223-8197

² Federal Register/Vol.63, No. 245/ Tuesday, December 22,1998/ Notices



TOP 25 BASICS

1. SMOKE DETECTORS	Smoke detectors must work and be located in sleeping rooms, in the immediate vicinity of the sleeping rooms and on each level of the house, including basements and attics with habitable space.
2. EMERGENCY EXITS	<ul style="list-style-type: none"> • Each apartment or house must have at least one approved emergency exit. • Every bedroom must have a window or door that opens directly to the outside. • Windows and doors should never be blocked.
3. DOORS AND WINDOWS	<ul style="list-style-type: none"> • Broken, missing or poorly fitted doors and windows must be repaired to prevent weather entry. • Window and door locks, strike plates and jambs must work properly and be in good repair. • Bedroom windows must open and be able to stay open for ventilation or emergency exit.
4. WALLS AND CEILINGS	<ul style="list-style-type: none"> • Plaster, wallboard and paneling must not be damaged or missing. • Paint and wallpaper should not be peeling away from the wall.
5. FLOORS	All carpets, tiles, floor linoleum and vinyl (particularly in bathrooms and kitchens) must be maintained so as not to be worn, cracked, missing or damaged.
6. STAIRS	<ul style="list-style-type: none"> • Steps must be kept in good repair, with no broken or damaged treads. • Stairs and landings must have intact handrails and/or guardrails.
7. ELECTRICAL	<ul style="list-style-type: none"> • 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. • Electric fixtures must be securely fastened in place.
8. PLUMBING	Water pipes, drain pipes and fixtures must be properly installed and kept leak-free.
9. 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. Portable heaters cannot be used to meet this requirement.
10. WOOD STOVES	Wood stoves must be installed to maintain a certain distance from combustible walls, ceilings, floors and household items.
11. EQUIPMENT AND APPLIANCES	<ul style="list-style-type: none"> • Fans, thermostats and major appliances should function properly. • Hot water heaters must be equipped with a pressure relief valve and pressure relief drain tube.
12. BASIC UTILITIES	All homes and apartments must have working water, electric and sanitary services.

TOP 25 BASICS



13. CONVERSION OF BASEMENTS, ATTICS AND GARAGES	A building permit is required before changing a basement, attic or garage to an apartment or sleeping room.
14. BASEMENTS AND CRAWL SPACES	<ul style="list-style-type: none"> • Cracked or settled basement walls must be repaired or replaced. • The cause of any standing water must be eliminated. • Insect or rodent infestations must be prevented or eliminated.
15. FOUNDATIONS	Settling, cracked, crumbling or excessively leaning foundation walls must be repaired or replaced.
16. STEPS AND PORCHES	Broken and deteriorated porch deck boards, steps and handrails, as well as broken outdoor concrete steps, must be repaired.
17. SIDING	Siding must be maintained free of damage, missing, loose or rotten boards and peeling paint.
18. ROOFS	<ul style="list-style-type: none"> • Loose, missing or excessively worn shingles must be replaced to prevent leaks. • Sagging and/or damaged rafters must be repaired.
19. GUTTERS AND DOWNSPOUTS	Gutters and downspouts should drain and be properly connected in order to channel water away from the foundation to an approved location.
20. CHIMNEYS	<ul style="list-style-type: none"> • 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.
21. FENCES	Damaged or broken fences that pose a danger to people or a neighbor's property must be repaired or replaced.
22. WALKS AND DRIVEWAYS	Cracks and damage in all walkways must be repaired to prevent pedestrian injury.
23. GARBAGE COLLECTION	Owners of rental property must subscribe to and pay for weekly garbage service for each rental unit.
24. SANITATION	<ul style="list-style-type: none"> • 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. • Have adequate garbage capacity and services.
25. ACCESSORY BUILDINGS	Garages, carports and sheds must be structurally sound and well maintained.



SEARCHING FOR A RENTAL HOME

WHAT TO LOOK FOR WHEN SHOPPING FOR A RENTAL

Careful inspection of the rental unit prior to signing a rental agreement is the best way for landlords and renters to document its condition. Renters should carefully inspect the rental unit that is offered for rent with the landlord or landlord's agent before they decide to sign a rental agreement or lease to ensure the rental meets basic habitability standards. (Refer to "What Are Habitability Requirements & Essential Services?" page 15)

WHY THIS IS IMPORTANT:

The condition of rental units can vary greatly. In addition to seeking amenities such as access to public transportation or pet allowances, renters should also look at the condition of the unit before renting. When touring the rental with the landlord or property manager, the renter will have the chance to see how the potential landlord reacts to any concerns about the condition of the rental and other problems. Renters and landlords may not be able to reach agreement on every concern, or any for that matter. Nonetheless, how the renter and landlord get along will help both to decide if it is right to rent.

Renters may want to consider the following when touring rental units:



SEARCHING FOR A RENTAL HOME

CONT'D

HABITABILITY REQUIREMENTS AND ESSENTIAL SERVICES

Things to look for when inspecting the unit:

- cracks or holes in the floor, walls, or ceiling
- leaks in the bathroom or kitchen fixtures
- lack of hot water
- low water pressure
- toilets not flushing properly
- damaged/inoperable plumbing fixtures
- inadequate or damaged lighting
- insufficient and damaged outlets
- inadequate heating
- mold or mildew
- accumulated dirt and debris in and around the outside of the unit
- inadequate trash and garbage receptacles
- signs of deteriorating, chipping, or damaged paint surfaces
- Turn on appliances, lights, faucets, heaters, fans etc. to ensure they are in good working order

The City of Wood Village also has a good list of rental requirements on their website. If the renter or landlord find problems, both should discuss them. If the problems are ones that the law requires the landlord to repair, find out when the landlord intends to make the repairs. If, on the other hand, the landlord is not required by law to make the repairs, the renter should still write down a description of any problems and document them on a "walkthrough checklist" (see page 19).

SEARCHING FOR A RENTAL HOME

CONT'D

QUESTIONS TO ASK THE LANDLORD

Renters should get as much information as possible from prospective landlords before agreeing to rent an apartment or house. This will not only help you determine whether this is the place for you; it will also give you a better sense of your potential future landlord. (Remember: Just as it is in a landlord's interest to look for responsible renters, it is in a renter's interest to look for a responsible landlord!)

RENTERS MAY WANT TO ASK THE LANDLORD THESE QUESTIONS:

- Does rent include any of the utilities or garbage and recycling, and if not, how much do they usually run? (You can usually call the utility companies to find out the average utility costs if the landlord doesn't know)
- Will the renter or landlord be responsible for keeping up the yard? (if there is one)
- What are the move-in costs? (deposits, cleaning fees, first month's rent)
- What move-in costs are refundable (all fees are non-refundable and all deposits are refundable)?
- What is their policy on pets? (*only* if you're planning on bringing one or getting one)
- Did the last renters smoke inside the unit or does the landlord offer smoke-free housing?
- How do I report maintenance requests?
- What is the turn-around time for making repairs?
- Do you have a standard maintenance schedule of times that you will want access to the household?
- What is the landlord's policy on refunds of damage deposits?
- What does the landlord consider to be normal wear and tear? (See section titles *What is Normal Wear and Tear on page 47*)

SEARCHING FOR A RENTAL HOME

CONT'D

WHAT DO RENTAL AGREEMENTS SAY ABOUT MAINTENANCE RESPONSIBILITIES?

A rental agreement is a legally binding agreement between the landlord and renter. While various laws provide basic protection for both landlords and renters even when no rental agreement is used, a signed written agreement will typically provide very important additional protections and more clarity about rights and responsibilities for both parties.

Rental agreements provide a list of all the rules and regulations, along with the terms and conditions concerning the renter's use of the rental unit. The rental agreement often includes language about the amount of rent, the date the rent is due, where the rent should be paid, and any other rules that apply to using the rental unit. Rental agreements may also provide more specific information about each party's responsibility for maintaining the property, and as such, are important to read and understand fully before signing. Renters who have limited English proficiency should not sign a rental agreement until they have either read a translated version or have had a competently bilingual person read a translation to them.

A rental agreement may also contain other conditions, such as those found in a rental agreement addendum. Rental agreement/lease addenda are used for making additional information or clauses a part of the lease. Some leases and rental agreements do not provide room for extra lease clauses.

Examples of rental agreement/lease addenda include:

- **Parking Regulations** — these agreements/addenda outline where the renter may park their car.
- **Smoking Regulations** — these agreements/addenda outline the rentals' smoking policy.
- **Smoke Alarm Agreements** — these agreements/addenda often require renters to periodically test all of the smoke alarms in the unit, clean them, and replace dead batteries.
- **Mold Agreements/Addenda** — these often have language or rules that require the renter to agree to maintain the rental in a way that minimizes the likelihood of mold growth, and to notify the landlord or manager if they encounter mold problems in the unit.

SEARCHING FOR A RENTAL HOME

CONT'D

WHO IS RESPONSIBLE FOR THE UTILITIES?

The rental agreement will often include details outlining who is responsible for paying utilities and other essential services. Whichever party is responsible for the utilities must keep current with the payments to ensure that utility service is not interrupted and the unit remains habitable

TIP

When touring the rental unit, tenants will want to know the following information:

1. Who is responsible for paying the various utilities and other services?
2. Who controls the internal temperature of the rental unit?

WHY DOES THIS MATTER?

In addition to meeting comfort and meeting basic needs, adequate heating of the rental unit during the colder months helps reduce the incidence of mold growth.

Within the Portland City limits, landlords are required to directly pay for a basic level of weekly garbage removal for all renters. While the rule requires the landlord to write the check for the garbage service, the landlord is also permitted to require reimbursement of that cost from the renter. Most landlords will accomplish this simply by calculating the cost into the rent charged. Others will charge the renter separately for the cost.

Regarding heat, electricity, water, and sewer, note this warning: Rental units are required to have basic utility services on and operable. Because it is not legal to rent uninhabitable space, if utilities are shut off due to nonpayment, the landlord or renter who failed to pay the bill could face lease enforcement action from the other party to force the payments to begin.

FOR EXAMPLE:

Renters who fail to pay required utility bills could face eviction from the landlord. And, landlords who fail to make agreed upon utility payments can face serious lease enforcement action from renters (including the possibility of withheld rent, lease termination by the tenant, or a claim for monetary damages).

So make sure that utilities remain on in your home. Should you need to pursue legal action against a landlord or a renter, always seek the advice of a competent landlord-tenant attorney before doing so.

SEARCHING FOR A RENTAL HOME

CONT'D

WHAT IS THE MOVE-IN/ MOVE-OUT CONDITION REPORT?

The Inventory checklist is a form that both landlords and renters use to document the condition of the rental prior to move-in, and after move-out.

Why this is important:

The inventory checklist form is for the protection of both the tenant and the landlord. The checklist helps establish the condition of the rental prior to the renter moving in. It is very important to complete it upon move-in, and to list all damage to the rental, no matter how minor.

Below is an example of a walkthrough checklist:

AREA	MOVE-IN DATE			MOVE-OUT DATE			COMMENTS
	CLEAN	DIRTY	DAMAGE	CLEAN	DIRTY	DAM-AGE	
LIVING ROOM							
Windows & window coverings							
Drapes							
Window blinds							
Window shades							
Floors							
Carpet							
Flooring							
Hardwood Floors							
Paint							
Interior walls							
Ceiling & trim							



LIVING IN THE HOME

LIVING IN THE HOME

Both renters and landlords should take responsibility to make sure that rentals are safe, clean, and habitable. Working together, landlords and renters can maintain a healthy living environment in the rental unit by following a few simple steps.

Renters should:

- Take reasonable care of the rental unit
- Take responsibility for damage to the rental unit caused by themselves and their guests
- Work with the landlord to address any habitability issues in the rental unit by reporting damage and repair needs to the landlord or property manager in a timely manner

Landlords should:

- Ensure rental units are adequately maintained while occupied by renters to ensure that they meet habitability requirements
- Work with renters in good faith to address habitability issues and repair requests

BY THE END OF THIS SECTION, RENTERS AND LANDLORDS WILL LEARN A FEW STEPS IN ORDER TO:

- Understand how to maintain a rental home so that it is clean, safe, and habitable
- Understand how to ask for repairs when needed
- Resolve conflict when things aren't going right between the landlord and tenant
- Take action when communication breaks down

SEVEN HEALTHY HOMES PRINCIPLES

Fortunately there are some really simple ways to help make your home a healthier place for you and your family. By following the Seven Healthy Homes Principles below, you can help make your home a healthier place to live in.

Landlords and Renters who want to maintain healthy rental units should consider the following:



1. KEEP YOUR HOME DRY

Damp houses provide a nurturing environment for mites, roaches, rodents, and molds, all of which are associated with asthma.



2. KEEP YOUR HOME CLEAN

Clean homes help reduce pest infestations and exposure to contaminants.



3. KEEP YOUR HOME PEST-FREE

Recent studies show a causal relationship between exposure to mice and cockroaches and asthma episodes in children; yet inappropriate treatment for pest infestations can exacerbate health problems, since pesticide residues in homes pose risks for neurological damage and cancer.



4. KEEP YOUR HOME SAFE

The majority of injuries among children occur in the home. Falls are the most frequent cause of residential injuries to children, followed by injuries from objects in the home, burns, and poisonings.



5. KEEP YOUR HOME CONTAMINANT-FREE

Chemical exposures include lead, radon, pesticides, volatile organic compounds, and environmental tobacco smoke. Exposures to asbestos particles, radon gas, carbon monoxide, and second-hand tobacco smoke are far higher indoors than outside.



6. KEEP YOUR HOME VENTILATED

Studies show that increasing the fresh air supply in a home improves respiratory health.



7. KEEP YOUR HOME MAINTAINED




Poorly-maintained homes are at risk for moisture and pest problems. Deteriorated lead-based paint in older housing is the primary cause of lead poisoning, which affects some 250,000 U.S. children.

SEVEN HEALTHY HOMES PRINCIPLES CONT'D

Below are some practical examples of the ways that Renters and landlords can work together to apply the seven healthy homes principles:

Together

LANDLORDS AND TENANTS CAN MAKE THE RENTAL HOME A HEALTHIER PLACE TO LIVE BY APPLYING THE SEVEN HEALTHY HOMES PRINCIPLES

KEEP IT...	LANDLORD RESPONSIBILITY	RENTER RESPONSIBILITY
1. DRY 	<ul style="list-style-type: none"> Prevent water from entering the rental through leaks in the roofing systems and exterior walls and foundations Check the interior plumbing for any leaks 	<ul style="list-style-type: none"> Mop up spills quickly, and alert the landlord of any conditions that regularly result in pooled water anywhere in or under the home such as leaking plumbing or leaking roofs Close shower curtains as appropriate
2. CLEAN 	<p>Provide clean and sanitary premises at the time of move-in and inspect periodically to ensure the rental is maintained in similar condition</p>	<ul style="list-style-type: none"> Control dust and dirt buildup by cleaning all surfaces and take steps to reduce clutter Clean cooking grease from surfaces to reduce fire hazards
3. SAFE 	<ul style="list-style-type: none"> Working smoke detectors must be installed in and near sleeping areas Make sure that there are no structural problems that can lead to falls or injury Make sure every sleeping area has a “secondary exit” (usually an operable window that opens to the outside that could be used to escape smoke or fire) Ensure safety of electrical systems Regularly check unit for gas leaks 	<ul style="list-style-type: none"> Check smoke detectors every six months to ensure that they are working properly and replace batteries if necessary Do not block access to primary or secondary exits or add any type of device that would require a person to have keys or special knowledge in order to be able to exit quickly in case of fire Never use an attic, basement, or garage for a sleeping area unless it meets both smoke alarm and secondary fire exit requirements

Together

LANDLORDS AND TENANTS CAN MAKE THE RENTAL HOME A HEALTHIER PLACE TO LIVE BY APPLYING THE SEVEN HEALTHY HOMES PRINCIPLES

KEEP IT...	LANDLORD RESPONSIBILITY	RENTER RESPONSIBILITY
4. WELL VENTILATED 	<p>Ensure that exhaust fans and/or windows are in good working condition</p>	<ul style="list-style-type: none"> • Use exhaust fans when present to ventilate bathrooms and kitchens from excess moisture from bathing and cooking, or open windows to release excess moisture when fans are not present • Do not place furniture directly against walls
5. PEST-FREE 	<ul style="list-style-type: none"> • Maintain functioning, leak-free plumbing and sewage; provide sanitary unit at beginning of tenancy • Keep soil, yard debris, and other organic matter at least six inches from any wood siding • Ensure garbage is collected regularly and dumpster areas are kept clean. • Unit is clean and pest-free at time of rental 	<ul style="list-style-type: none"> • Food should be stored in pest-resistant containers • Keep kitchen and bathroom areas clean and dry • Deposit garbage into proper receptacles on a regular basis • Do not allow yard debris, soil, scrap wood or any other organic matter to be placed within six inches of exterior siding • Contact management as soon as you see pests
6. CONTAMINANT-FREE 	<ul style="list-style-type: none"> • Contaminants such as lead paint can cause many health-related problems. Steps should be taken to reduce all lead-related hazards in pre-1978 homes by fixing chipping or deteriorating paint • Consider using toxin-free cleaners or chemicals when available 	<ul style="list-style-type: none"> • Routinely clean the rental with a damp cloth to keep lead dust particles from collecting on floors or other surfaces
7. WELL MAINTAINED 	<p>Routinely inspect the rental unit to ensure that it is safe, healthy, and habitable</p>	<ul style="list-style-type: none"> • Notify the landlord when repair issues arise even if they are minor so that they do not become large repairs and problems in the future • Ensure that household members and all guests cause no damage beyond routine wear and tear



LEAD HAZARDS IN THE HOME

Lead-based paint was used in many homes built prior to 1978. When lead-based paint is disturbed through remodeling, daily wear and tear on doors, windows and other painted surfaces, or deteriorated by age, it creates dust. It is this dust that can poison children, pregnant women, adults, or pets. Even a small amount of dust can be enough to harm a child. Homes built before 1978 often contain the three main sources of lead hazards for children:

- Lead paint dust contamination
- Degraded paint, or paint that is in poor condition, chipping, or peeling
- Soil that has been contaminated with lead paint chips from remodeling projects

Lead is a poison that can cause serious health problems. Children ages 0-6 and pregnant women are most at risk. Lead can cause permanent learning disabilities, behavioral problems, and, at very high levels, seizures, coma, and even death. Because lead poisoning often occurs with no

Together

LANDLORDS AND TENANTS CAN PREVENT AND/OR REDUCE THE RISK OF LEAD POISONING

LANDLORD	RENTER
Maintain all areas that have chipping or peeling paint, and re-paint areas of painted surfaces that are worn.	Regularly clean floors, window frames, windowsills, and other surfaces with a damp cloth to remove dust that may contain lead dust particles.
If the rental is older than 1978--when possible--replace old windows and doors.	Notify the landlord if you notice areas of worn, chipping, or peeling paint surfaces.
Owners, workers, and renters should use lead safe work practices to avoid spread of lead dust.	Inform landlords of any paint chips or dust left during or after remodeling projects, or if there are any concerns about workers or contractors not using safe paint removal practices.

LEAD HAZARDS IN THE HOME CONT'D

obvious symptoms, it frequently goes unrecognized. All children should have their blood tested at ages 1 and 2. Exposure to lead can result in:

- Lowered intelligence
- Behavior problems
- Reading and learning difficulties
- Kidney and liver damage

It is important to recognize that the effects of lead poisoning can last a lifetime. Lead poisoning is 100% preventable.

For more information about lead poisoning prevention, call the LeadLine at 503-988-4000.

LEAD-BASED PAINT DISCLOSURES

Landlords are required by law to disclose any known information concerning lead-based paint or lead-based paint hazards. If the rental unit was constructed before 1978, the landlord must comply with the following requirements:

- Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling before the tenant signs the rental agreement.
- The landlord must also give the tenant a copy of the federal government's pamphlet, "*Protect Your Family From Lead in Your Home*" (Available by calling 1-800-424-LEAD, or at www.epa.gov/lead).
- Landlords should also give potential renters and renters a written *Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*.





MOLD HAZARDS IN THE HOME

MOLD HAZARDS IN THE HOME

Excess moisture in the home is the leading cause of many mold problems. As long as moisture is present, mold can grow on any substance, including wood, paper, carpet, and food. The color of mold is not important.

WHERE DOES MOLD COME FROM?

Molds are part of the natural environment. Mold may begin growing indoors when mold spores land on wet surfaces. There are many types of mold; none of them will grow without water or moisture.

CAN MOLD CAUSE HEALTH PROBLEMS?

Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins). Inhaling or touching mold or mold spores may cause allergic reactions for some individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis).

Together

LANDLORDS AND TENANTS CAN SOLVE MOISTURE PROBLEMS IN THE RENTAL

LANDLORD	RENTER
Regularly inspect the rental and repair leaks from the roof, plumbing fixtures, or any other areas.	Communicate to the landlord about leaks from the roof, plumbing fixtures, or other areas immediately.
Regularly clean gutters if present.	Maintain an inside temperature in the rental of at least 68 degrees Fahrenheit.
Install and maintain adequate drainage system to transport water away from the building or house.	Maintain air space between furniture, beds, shelving that is placed near walls. Open closet doors for periods of time to allow heat and air flow.
Ensure that all exhaust fans in the rental are in proper working order and are ventilated to the outside of the property.	Use all exhaust fans when present, or open a window when bathing, showering, cooking, or during other activities that create excessive moisture.

MOLD HAZARDS IN THE HOME CONT'D

Below are some practical ways that renters and landlords can work together to prevent mold in the rental:

The key to mold control is moisture control. It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth. Mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by managing moisture indoors. If there is mold growth in your home, you must clean up the mold and reduce the moisture in your home.

MOLD CLEANUP GUIDELINES

- Fix plumbing leaks and other water problems as soon as possible.
- Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.
- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy.
- Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold. Avoid breathing in mold or mold spores.
- In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the internet.
- Wear gloves. Long gloves that extend to the middle of the forearm are recommended.
- When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC.
- Avoid touching mold or moldy items with your bare hands.
- Wear goggles. Goggles that do not have ventilation holes are recommended.
- Avoid getting mold or mold spores in your eyes.
- Do not paint or caulk moldy surfaces.
- Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.

(Source EPA GUIDE TO MOLD)

For those needing more information on preventing mold, check out the EPA's guide on preventing mold: www.epa.gov/mold/moldguide.html



RADON HAZARDS IN THE HOME

RADON HAZARDS IN THE HOME

Radon is a radioactive gas that comes from underground rocks and can seep into our homes, especially basements, through old pipes, cracks and other holes in the foundation. Radon gas cannot be seen, smelled, tasted or heard.

WHERE DOES RADON COME FROM?

Radon is a naturally occurring gas. The only way to know if there is a radon gas problem in your home is to run a radon test.

CAN RADON CAUSE HEALTH PROBLEMS?

Radon can cause lung cancer, if you are exposed to it over a long period of time. Your chances of getting lung cancer from radon depend mostly on:

- How much radon is in your home
- The amount of time you spend in the parts of your home that have high radon levels
- Whether you are a smoker or have ever smoked.

IS THERE RADON IN MY HOME?

The only way to know if your home has radon is to test for it. There are many factors affecting radon in a home, including construction of the house, underground geology and the condition of the home's foundation. Because there are so many factors you must run a radon test to know for sure whether or not there is radon in your home. Do not rely on a neighbor's test.

TESTING YOUR HOME

Radon tests can be found at your neighborhood hardware store or on the Internet from the American Lung Association. Most test kits include an envelope to mail your sample to the lab. For more information on what your test results mean, check out:



EPA's guide to radon www.epa.gov/radon



State of Oregon Radon program www.healthoregon.org/radon

PEST PROBLEMS IN THE HOME



Some common pests that create sanitation and health problems in the home are roaches, mice, and dust mites. Cockroach, dust mite, and rodent droppings can trigger asthma and allergies in some individuals.

WHAT CAUSES PESTS TO ENTER THE HOME?

Pests can be attracted by the presence of moisture and food sources. All pests need access to food and water to survive. By removing access to food and water sources, renters and landlords can prevent or decrease pest problems dramatically. This can be achieved through good sanitary practices such as:

- Removal of food sources by sweeping or mopping spilled food and beverages
- Removing open pet food containers shortly after the pet has finished eating. Pet food can be a source of food for many pests such as roaches and other bugs.
- Using garbage cans with tight-fitting lids to ensure that pests are not attracted to food waste
- Daily dispose of garbage to remove sources of pest food
- Thorough regular vacuuming of rugs to remove insects
- Using good housekeeping and sanitation practices
- Store food in containers with tight-fitting lids

By working together, landlords and tenants can effectively manage a variety of pest problems. Below are some practical ways that renters and landlords can work together to avoid pest problems in the home:

Together

LANDLORDS AND TENANTS CAN EFFECTIVELY MANAGE A VARIETY OF PEST PROBLEMS

LANDLORD	RENTER
Seal cracks where roaches and other pests may hide or get into the house or apartment	Store food in tightly sealed containers.
Fix plumbing leaks and drips	Vacuum rugs frequently and clean up crumbs and spills right away.
Ensure that the rental or apartment complex has weekly garbage pick-up service.	Remove garbage from the rental on a regular basis and place in approved garbage containers.
Landlords should use professional exterminators and respond quickly to infestation reports from renters.	Renters should report infestations immediately to landlord.

BEDBUGS IN THE HOME

WHAT ARE BED BUGS?

Bed bugs are insects that feed at night on the blood of humans and other warm-blooded animals (including pets). Adult bed bugs are oval in shape, about the size of an apple seed and are reddish brown. They do not have wings or fly. Bed bugs do not transmit disease.

WHERE DO BED BUGS LIVE?

Bed bugs hide during the day in dark, protected areas like cracks and crevices, windows, door frames, mattresses, picture frames, loose wallpaper and baseboards. Bed bugs do not travel far, but can be transported in luggage, clothing, bedding and used furniture. Having a bed bug problem does not mean there is poor hygiene or housekeeping, but keeping your home free of clutter means there are less hiding places for the bugs.

HOW DO I KNOW IF I HAVE BED BUGS?

A bed bug problem can be recognized by reddish or black stains on bedding and walls from crushed adults and/or blood stains caused by feeding. An odor may be present in a room with a severe bed bug problem. Symptoms include bites found on skin and problems like itchiness, swelling or welts. If an allergic reaction occurs, see a doctor.

WHO SHOULD I CALL TO IDENTIFY BED BUGS?

Call Multnomah County's Bed Bug Hotline at 503-988-BUGS (2847) for information on how to identify bed bugs. You may also wish to contact a qualified pest control expert (exterminator). Appendix I in the back of this book has tips on choosing a pest control provider.

I THINK I MAY HAVE BED BUGS.

WHO IS RESPONSIBLE TO PAY FOR TREATMENT?

Many factors can influence who is responsible for an infestation. The general rule is that landlords must arrange for treatment but can charge the renter if the renter's unit is the only one with bed bugs. Review your lease contract for more information. The most important thing you can do is to report the infestation to your landlord or property manager immediately. An untreated infestation has the potential to rapidly spread to other units. For more information, call Multnomah County's Bed Bug Hotline at 503-988-BUGS (2847).

BEDBUGS IN THE HOME CONT'D

TIP

Bed Bugs Prevention Tips:

- Be careful about bringing used furniture or other second-hand items into your home, especially items that have been discarded or left at the curb for disposal.
- Always follow the directions when using pesticides or pest chemicals. Some chemicals can cause health problems for you or your children. For more information on safe chemical use in the home visit: www.epa.gov/bedbugs
- Maintain a clean environment- a clutter free home reduces areas for bugs to hide.
- Notify your landlord or property manager about an infestation immediately.
- Wash and dry your clothes and linens regularly using the dryer's highest heat setting.
- If you have carpet, vacuum regularly and throw the bag away outside.



SMOKE-FREE HOUSING

Anyone concerned about their personal health should make the choice to not smoke, or take steps to quit smoking. Secondhand smoke from surrounding apartments can also impact your health. Renters should be familiar with the rental agreement policy on smoking.

TIP

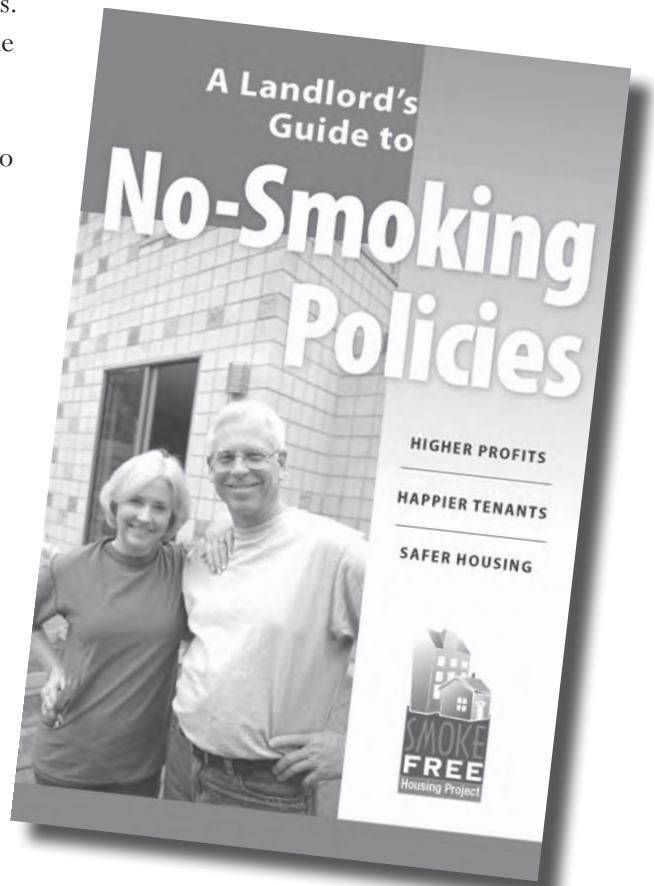
1. Ask about the smoking policy. The smoking rules are often listed in the rental agreement or in an addendum.
2. If the policy is not in writing, confirm the policy with the landlord or property manager.

Landlords may want to consider adopting no-smoking rules. A no-smoking rule can help to save money by reducing the damage to the rental. It takes a lot of energy and money to repaint, replace carpets, and turn over apartments where renters have been smoking indoors. Smoking is also a fire hazard and liability.

There are resources available to landlords and renters who want to adopt a no-smoking policy for the rental property. There are additional resources to landlords and renters to help address smoking issues.

Visit www.smokefreeoregon.com/housing for more information.

Need help to stop smoking? Call 1-800-784-8669



GETTING REPAIRS MADE



Many landlord-renter relationships go smoothly. However, disputes may occur over repair issues or when either party does not understand their rights and responsibilities for maintaining a clean, safe, and habitable rental. Conflicts may also occur when the parties fail to clearly communicate their feelings or complaints.

BY THE END OF THIS SECTION, RENTERS AND LANDLORDS WILL LEARN ABOUT:

- Managing conflict over repair issues and the individual rights and responsibilities for maintaining clean, safe, and habitable rental units
- Solving conflict through mediation services
- Submitting a complaint to a rental housing inspection program
- What the law says about retaliation from the landlord when making a complaint
- Enforcing the Oregon State Landlord Tenant Act laws (ORS 90.3)

TIP

Renters may want to consider the following when requesting a repair to their rental unit:

- Ask early, so minor repair issues do not become major problems;
- Try a verbal request but document the conversation in writing by keeping a log or journal of the topics covered in the conversation
- Include the following information when placing a written repair request:
 1. Date the request
 2. Describe the repair(s) that is/are needed
 3. Ask for the repairs to be completed by a certain date.
 4. Keep a copy of your written request, and consider using a calendar to document the time and dates when repairs were requested
 5. Use photographs when necessary to document the problem or repair issue

GETTING REPAIRS MADE CONT'D

WHEN TO ASK FOR REPAIRS

Eventually, even the best-maintained rental units will need maintenance. Some problems can start small but create a lot of damage if not fixed promptly. Taking care of repair issues right away ensures that they do not become larger problems over time. Renters have the responsibility to notify landlords about repair issues in a timely manner, while landlords have the responsibility of maintaining safe, healthy, and habitable rentals.

Renters play an important role in helping to preserve the habitability of rentals. Renters should consider reporting the following problems promptly to the landlord to ensure that their units are safe, clean, and habitable:

- Leaking/dripping faucets
- Leaking toilets
- Bathtub sealant/caulking deterioration
- Mildew/mold growing on walls or near plumbing
- Sticking doors
- Infestations: ants, cockroaches, silverfish, rodents, etc.
- Sweating windows or walls (indicating excess humidity)
- Foul odors from decaying materials
- Appliance or electrical malfunction

ACTION STEPS

Assuming you are getting along well with your landlord, start by simply picking up the phone and calling at a respectful time and making a request. It is a good idea to confirm your oral request in writing as well and keep a copy for your records. This works most of the time and, because it is easy and efficient for both of you, issues can often be addressed before a problem grows worse. However, if calling doesn't work, or you have any concerns about the likelihood of there being tension or disagreement between you and your landlord, then a written notice is strongly recommended that outlines a reasonable amount of time in which you would like the repair to be completed.

GETTING REPAIRS MADE CONT'D

WHAT IF THE MAINTENANCE OR REPAIR ISSUES WERE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTION OF RENTERS OR THEIR GUESTS?

Renters are required by law (ORS § 90.325) to take reasonable care of their rental units, as well as common areas such as hallways and outside areas. Renters must act to keep those areas clean and undamaged. Renters are also responsible for the costs to repair of all damage that results from their neglect or abuse, and for repair of damage caused by anyone for whom they are responsible, such as family, guests or pets. Renters' responsibilities for care and repair of the rental unit are discussed in detail on page 7.

RENTERS SHOULD CONSIDER THE FOLLOWING WHEN DAMAGE OCCURS TO THE RENTAL:

- Making a repair without the landlord's permission could expose the renter to liability
For **EXAMPLE:** Tenant broke a window and decided to replace the pane themselves, then a couple of days later it fell into the sidewalk and injured a pedestrian.
- Renters should notify the landlord or property manager immediately when damage occurs to the rental unit. Some renters may want to take care of the problem themselves, but they should first check with the landlord before making necessary repairs. Many landlords will want to have the necessary repairs done by a professional.
- Renters should immediately notify the managing agent or the landlord irrespective of the cause of the damage.
- Landlords may allow the renter to make the repair themselves but may require that the renter use only insured or licensed contractors or someone from an approved list to make the repairs.
- In Emergency situations such as a broken water pipe or overflowing bath, the landlord has the right to enter the unit to make repairs (ORS§ 90.322).

GETTING REPAIRS MADE CONT'D

WHAT IF REPAIRS AREN'T MADE BY THE LANDLORD?

Rental units must be maintained in a way that meets basic habitability standards. In legal terms, “habitable” means that the rental unit is fit for occupation by human beings and that it substantially complies with Oregon State and various local codes (See section titled “*What Are Habitability Requirements and Essential Services?*”, page 8). If the landlord doesn’t make requested repairs, without a good reason, the tenant may have one of several remedies, depending on the seriousness of the repair issues including:

- Mediation or other dispute resolution services
- Your local rental housing inspection program
- Referral to tenant resource organizations
- Referral to competent legal advice

These remedies are discussed further in the section titled “*How to Resolve Conflicts with Landlords and Renters*” on page 39.

First, renters should always document the problem with a letter or notice to the landlord. The letter or notice should:

1. Include details about how long the problem has existed; and
2. Describe how the problem can be fixed.

Second, renters should always keep copies of all letters or written requests.

If reasonable efforts to resolve the problem by contacting the landlord are not working, the renter may choose to file a complaint to a rental housing inspection program, or contact a law office. See page 41 for more information on rental housing inspection programs. Renters who feel that they need more help resolving a conflict with their landlord should read the “*How to Resolve Conflicts with Landlords and Renters*” section on page 39.

Renters **SHOULD NOT** withhold rent because of repairs not being made unless advised to do so by an attorney who practices landlord and tenant law.

ACTION STEPS

GETTING REPAIRS MADE CONT'D

WHEN CAN THE LANDLORD ENTER THE RENTAL FOR INSPECTIONS AND REPAIRS?

Generally, Oregon State Law (ORS 90.322) states that the landlord can enter a rental unit with notice for the following reasons:

- to inspect the rental
- to make necessary or mutually agreed upon repairs
- to provide alterations or improvements to the rental unit or rental unit grounds
- to supply agreed upon services
- to perform agreed-upon yard maintenance or groundskeeping
- to show the rental unit to prospective or actual buyers, tenants, workers, or contractors



GETTING REPAIRS MADE CONT'D

Landlords and property managers may want to consider scheduling routine inspections of the rental to ensure that it is safe, healthy, and habitable. Regular maintenance and inspections of rental units ensure that the landlord is meeting habitability responsibilities, as well as helping to prevent small problems from becoming larger and more costly ones in the future.

Prior to entering rental units for inspections and repairs, landlords and property managers should familiarize themselves with Oregon's Residential Landlord and Tenant Act (ORS Chapter 90.322).

WHY THIS IS IMPORTANT:

The State of Oregon's Landlord & Tenant Act (90.322) contains laws about how and when the landlord can enter the rental unit to inspect it or make repairs.

BELOW ARE SOME OF THE ORS 90.322 LAWS THAT REGULATE LANDLORD ACCESS TO THE RENTAL UNIT:

- Provide at least 24 hours' advance notice (verbal or written) before entering a rental home except in emergencies such as a fire or broken water pipe, or other problems that may cause serious damage if not taken care of immediately.
- If there is an emergency that requires immediate entry to the rental, tell the tenant(s) within 24 hours what the emergency was, when it happened, and the names of the people who entered the rental to make the repairs.
- Talk with the tenant(s) about the best time(s) to enter the rental when making repairs or performing inspections. Inspections and repairs should always be conducted at reasonable times.
- When the tenant asks a landlord for repairs in writing, the landlord may enter the rental unit within 7 days of the written request for repairs to inspect it or make repairs **without further notice unless the tenant specifies a time that the landlord may enter the rental.**

DISPUTE RESOLUTION



HOW TO RESOLVE CONFLICTS BETWEEN LANDLORDS AND TENANTS

Sometimes conflict arises between landlords and renters and/or neighbors. It might be a landlord who seems reluctant to make repairs, a renter whose household members or guests are causing excessive wear or damage, and it might be a misunderstanding of one or both roles as well.

COMMUNICATION IS THE KEY

Strategies for dealing with problems that arise between the landlord and renter can range from collaborative to confrontational. Generally, the more collaborative the approach, the lower the risk for bad outcomes for both parties.

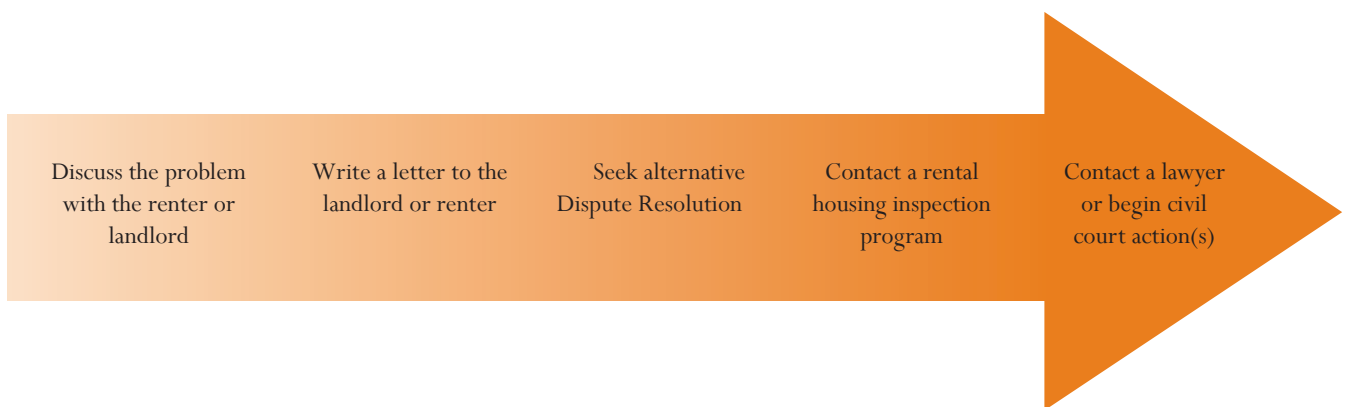
But for the most part, good communication between the landlord and renter is the key to avoiding and resolving problems. When the landlord or renter has a problem with the rental unit, it is often best to talk with each other before taking action.

The landlord may be willing to correct a problem that arises or work out a solution. On the other hand, landlords may first try to discuss problems with the tenant before taking formal action such as initiating eviction

COLLABORATIVE



CONFRONTATIONAL



DISPUTE RESOLUTION CONT'D

proceedings. The tenant or landlord may be willing to correct the problem once he or she understands the problem. When landlords and renters discuss problems with each other, they can often prevent little problems from becoming bigger ones.

If discussing the problem with the landlord or renter does not lead to a meaningful solution, either party may consider writing a letter or sending an email. Either party should always keep a copy of the letter or email.

The letter or email should include, at minimum, the following information:

- A description of the problem
- How the problem is affecting either party
- How long the problem has existed
- What steps have been taken to remedy the problem prior to writing the letter
- What steps should be taken to remedy the problem

WHAT TO DO WHEN BASIC COMMUNICATION STEPS FAIL

When good-faith communication and basic communication attempts don't get the job done, then both the landlord and renter may want to consider help from a third party. There are a variety of resources available to help renters and landlords resolve problems. However, before going to court or calling a government inspector, landlords and renters should consider an alternate dispute resolution option such as mediation. When successful, mediation can save both parties time and legal expenses.

Below are some steps that renters and landlords can take when trying to resolve conflict:

MEDIATION : ALTERNATIVE DISPUTE RESOLUTION

Mediation involves assistance from an impartial third person, called a mediator, who helps the landlord and renter reach a voluntary agreement on how to settle a variety of disputes. Mediation is often an informal process in which a mediator meets with both parties and works with them to come to an agreement that they both find satisfactory. A good mediator will be familiar with landlord-tenant law, can often act as a buffer between both parties, and may be able to help put an agreement in writing that is satisfactory for both parties. It should be noted that mediators do not normally make binding decisions for each party. Resolutions NW offers free mediation and conflict resolutions services to both landlords and renters. Resolutions NW can be reached by calling 503-595-4890. More information can also be found by going to www.resolutionsnw.org.

DISPUTE RESOLUTION CONT'D

MULTNOMAH COUNTY COURT MEDIATION SERVICES (EVICTIONS COURT)

Court-based mediation services are provided through the Small Claims or Evictions Court. The court-based mediation services are provided free of charge by the court on the date of a scheduled court appearance. If both parties work with a mediator to resolve a conflict, a solution can often be reached that is legally binding. For more information, contact the Multnomah County Mediation Coordinator at 503-988-3318, or by email at mediation.coordinator@ojd.state.or.us.

COMMUNITY ALLIANCE OF TENANTS (CAT)

Formed in 1996, CAT works to educate renters about their rights under Oregon State laws and City of Portland's Title 29 housing code. CAT maintains a phone hotline for renters seeking information on a variety of topics and can also be reached on the web at www.oregoncat.org, or by calling the hotline at 503-288-0130.

HOUSING INSPECTIONS PROGRAMS

Local Code, along with ORS laws sets the minimum standards that rental housing units must meet in Multnomah County. Renters with complaints should report them directly to the landlord through discussion or a letter. If the landlord fails to make the repairs or fix the problem in a reasonable time, or if a problem needs immediate attention to eliminate a health risk, then renters should report the violation to their housing inspection program.

Portland: 503-823-2633

Gresham: 503-618-2248

Wood Village: 503-667-6211

Unincorporated Multnomah County: 503-988-4247

LEGAL OPTIONS FOR LANDLORDS

Landlords not familiar with the evictions process should contact a skilled attorney before proceeding with serving an eviction notice. Further, landlords should also seek legal advice from an attorney who specializes in landlord-tenant law. Metro Multifamily Housing Association is an organization that has a number of referrals for skilled attorneys who specialize in rental housing issues. Metro Multifamily Housing Association can be contacted by calling 503-226-4533, or online at www.metro-multifamily.com.

LEGAL OPTIONS FOR RENTERS

Legal Aid Services of Oregon (LASO) is a non-profit organization that provides representation on civil cases to low-income clients throughout Oregon. LASO provides information to renters seeking legal advice and/or low-cost legal representation for disputes with the landlord. They can be reached at 503-224-4086 or 1-888-610-8764, or online at www.oregonlawhelp.org.

DISPUTE RESOLUTION CONT'D

CITY OF PORTLAND'S NEIGHBORHOOD INSPECTIONS TEAM

The Neighborhood Inspections Team is a division within the City of Portland's Bureau of Development Services (BDS) that enforces Title 29 housing maintenance regulations. The Neighborhood Inspections Team inspects dwelling units to identify code violations that need to be addressed.

Q: WHEN DO I MAKE A COMPLAINT TO THE NEIGHBORHOOD INSPECTIONS TEAM?

A: If conditions in your home are creating safety, health, or sanitation hazards and are not getting repairs made by the landlord, you may make a complaint to the City of Portland's Neighborhood Inspections Team.

Q: WHAT ARE NEIGHBORHOOD INSPECTIONS TEAM OFFICE HOURS?

A: By Phone: 503-823-7306 Hours: M-F 8-5
By Fax: 503-823-7961
Or online at: www.portlandonline.com/bds

TIP

When calling the City of Portland's Neighborhood Inspections Team, be prepared to provide the following information:

- The name, address, and telephone number;
- The problem(s) with your dwelling unit; and
- The exact address of the property.

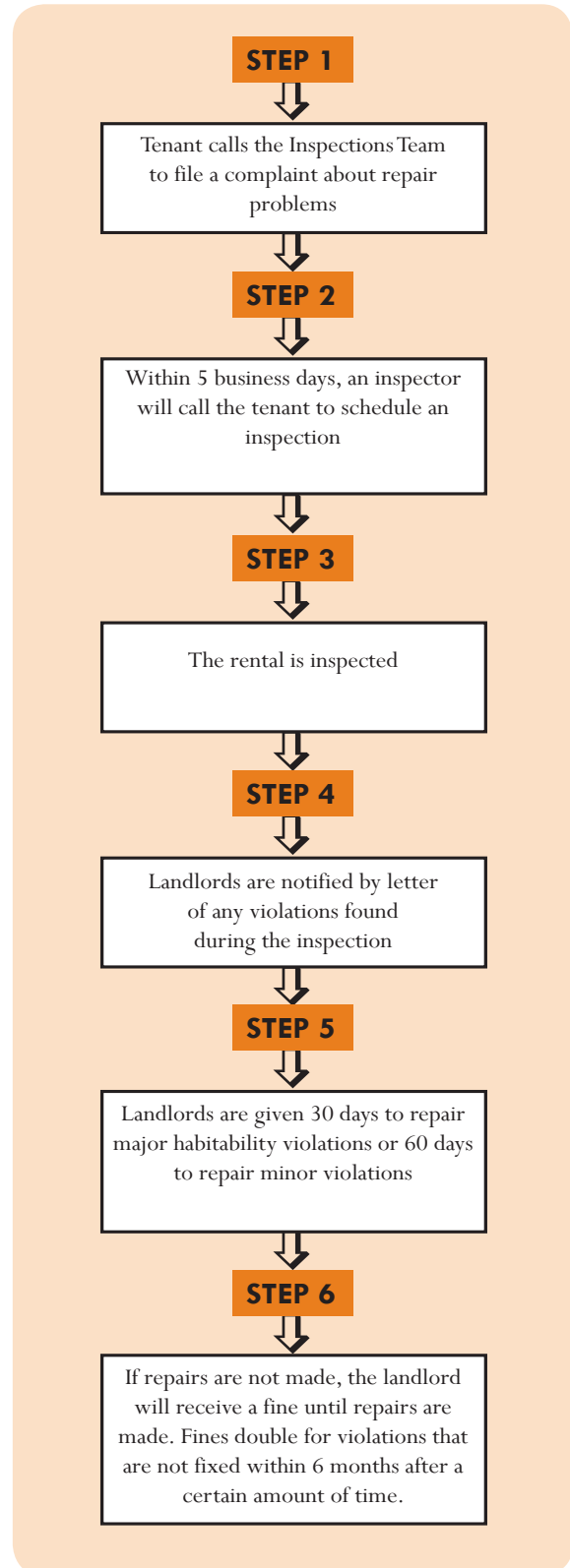
DISPUTE RESOLUTION CONT'D

Q: WHAT ARE THE STEPS IN THE INSPECTION PROCESS?

A: When the Inspections Team receives a complaint or request for inspection on a particular property, an inspector is dispatched to the rental in order to investigate the complaint. The inspector will be looking for code violations related to health, safety, and sanitation problems. Tenants may want to check the status of their complaint online or call the team at 503-823-7306 by following up with their inspection program.

Q: WHAT DO INSPECTORS LOOK FOR WHEN INSPECTING THE RENTAL UNIT?

A: Maintenance conditions that require immediate attention often include: broken wiring or fixtures, leaking plumbing pipes, damaged walls or flooring, missing or non-functional smoke detectors, unsanitary conditions or signs of pests, broken doors or door hardware, heating problems, missing handrails, damaged stairs or similar conditions.



DISPUTE RESOLUTION CONT'D

WHAT DOES THE LAW SAY ABOUT RETALIATION?

It is against the law to retaliate against renters who request reasonable repairs to essential services, or file a complaint with a housing inspection program. It is also against the law for a landlord to increase the rent, decrease services, evict the renter, threaten to evict the renter, or file an eviction case after a renter has done any of the following:

1. Made any good-faith complaint to the landlord about the rental agreement; or
2. Complained to a housing inspection program; or
3. Joined or organized a renters' union; or
4. Testified against the landlord in court; or
5. Asserted their rights under the law; or
6. Requested repairs

Tenants who want to know more about retaliation protections, or who believe their landlord has retaliated against them, should seek professional legal advice. Retaliation claims can be both a defense to an eviction action and can be a claim brought by a tenant for monetary damages. Generally, retaliation complaints have a statute of limitations of one year.

ACTION STEPS



WHAT TO CONSIDER WHEN YOU MOVE OUT:

Oregon State law (ORS§ 90.300) requires the renter to leave the rental as clean as they found it, minus normal wear and tear. If the rental was in poor shape when the renter moved in—and the renter can prove it with documentation and photographs, they should be able to leave it in the same condition and still get their deposit back. Yet, it is always a good idea to clean the unit before handing over the keys to the landlord. This gives the renter a better chance of getting the security deposit back and ensures that the next renter will have a clean place to live.

If the renter follows the rules stated in the rental agreement and does not damage the rental unit beyond ordinary wear and tear, then the landlord must refund the security deposit within 31 days after the renter turns in their keys. However, if the tenant owes back rent or other money due under the rental agreement, then the landlord can keep that amount of money from the security deposit.

ACTION STEPS

WHEN MOVING OUT, RENTERS SHOULD:

- Provide the required notice when vacating the rental;
- All notifications that are mailed should have an additional 3 days added to the proper notification time(s) to go into effect;
- Leave enough time to pack and clean so they can get their deposit back;
- Remove all personal belongings;
- Remove any garbage and make sure that the rental is reasonably clean; and
- Ask the landlord or landlord agent to walk through the cleaned rental and ask them if there is anything else the tenant needs to do to the unit in order to get their deposit back;
- The tenant may want to ask the landlord to agree in writing that the rental unit is clean and undamaged when they moved out and that the tenant does not owe any money for cleaning or damages;
- The tenant and landlord should take photographs of the rental unit to document its condition;
- Call to have your utilities turned off, your new ones turned on, and your final bills forwarded to your new address (usually two weeks in advance);
- Stop by the post office to fill out forwarding forms for your mail.

MOVING CONT'D

HOW TO GET THE DEPOSIT BACK

Under Oregon State law, landlords are required to either return deposits or provide a written explanation as to how all or part of the deposit is being used within 31 days after a renter has turned in the keys (ORS 90.300[6]). The deposit may be used to cover unpaid rent or fees, and may be used to cover damages caused by the renter that are beyond normal wear and tear. The best way for renters to ensure that they recover security deposits is to: thoroughly document the condition of the rental unit prior to moving in and use photographs and move in/move out inventory forms if necessary (see section on inventory checklist pg. 19); ensure that the unit is returned to the landlord in the same condition at move-in minus normal wear and tear; and provide the landlord with a forwarding address to ensure any refund of the damage deposit reaches the renter.

WHAT IS NORMAL WEAR AND TEAR?

There are no standards for wear and tear in both State and City of Portland law. This means that landlords and renters will want to agree up front about what is considered to be reasonable wear and tear guidelines. Reasonable wear and tear is the normal expected wear and tear that occurs to a property over time when it is used with reasonable care. Before signing a rental agreement, landlords and renters should agree on what is considered wear and tear. Landlords might consider:

- Providing the renter with a list describing a few suggestions about what may be considered normal wear and tear vs. damage.
- Discussing this list with the renter when the rental inventory form is being filled out.



WHAT IS NORMAL WEAR & TEAR?

The following are examples of some of the distinctions between normal wear and tear versus excessive damage that landlords and renters may want to agree on prior to renting:

Ordinary Wear and Tear <i>(The Landlord's Responsibility)</i>	Excessive Damage <i>(The Tenant's Responsibility)</i>
Curtains faded by the sun	Cigarette burns in curtains or carpets
Water-stained vinyl flooring by shower	Broken tiles in bathroom
Minor marks or nicks in wall	Large marks on, or holes in wall
Dents in the wall where the door handle bumped it	Lots of picture holes or gouges in walls that require patching and repainting
Moderate dirt or spotting on carpet	Rips, burns or urine stains from pets in the carpet
A few small tack or nail holes in wall	Door off hinges
Rug worn thin by normal use	Stains in rug caused by a leaking fish tank
Worn gaskets on refrigerator doors	Broken refrigerator shelf
Faded paint on bedroom wall	Damage on wall from plants
Dark patches of ingrained soil on Hardwood floors	Water stains on wood floors caused by a window left open in rain
Warped cabinet doors won't close	Sticky cabinets and interiors
Stains on old porcelain fixtures that have lost their protective coating	Grime-coated bathtub and toilet
Moderately dirty mini-blinds	Missing or broken mini-blinds
Bathroom mirror beginning to "de-silver"	Mirrors caked with lipstick and makeup (black spots)
Clothes dryer that delivers cold air because the thermostat has given out	Dryer that won't turn at all because it has been overloaded
Toilet flushes inadequately because mineral deposits have clogged the jets	Toilet won't flush properly because it is plugged with diapers or other items not meant to be flushed



FAIR HOUSING LAWS

Fair Housing Act (42 U.S.C. 3601), Oregon’s Unlawful Discrimination in Real Property Transactions (ORS 659A.421) , Oregon Civil Rights of Disabled Persons Act (ORS 659A.145), and Portland Fair Housing Ordinance (Section 23.01.060):

Federal fair housing laws protect renters from being discriminated against when applying for, and living in, rental housing. Fair housing laws also prohibit landlords from treating renters or prospective renters differently because of race, national origin, family status, or disability. Oregon law also protects tenants based on their source of income, marital status, sexual orientation, and gender identity. Renters living in Portland are also protected by city laws from discrimination based on age.



APPENDIX



FAIR HOUSING COMPLAINTS

To file a complaint under federal law or state fair housing laws you should contact the State of Oregon Bureau of Labor and Industries (BOLI). To file a fair housing complaint with BOLI, you may call 971-673-0764. You may also contact the United States Department of Housing and Urban Development for general fair housing questions and resources. You can also receive copies of the Fair Housing Act and other publications through the Housing and Discrimination Hotline.
800-669-9777
800-927-9275 (TDD)

Or, you can write to:
Fair Housing and Equal Opportunity, 4E
U. S. Department of HUD
Richard Russell Federal Building
75 Spring Street, S.W.
Atlanta, GA 30303

Fair Housing Council of Oregon
1-800-424-3247

CODE ENFORCEMENT COMPLAINTS

City of Portland Code Enforcement
1900 SW 4th Ave., Suite 5000
Portland, OR 97201
503-823-2633

City of Gresham Rental Housing Inspection Program
1333 NW Eastman Parkway
Gresham, OR 97030
503-618-2248

City of Wood Village Rental Inspection Program
2055 NE 238th Drive
Wood Village, OR 97060
503-667-6211

Unincorporated Multnomah County Rental Housing Program
847 NE 19th AVE
Portland, OR 97232
503-988-4247

LANDLORD RESOURCES

Metro Multifamily
Founded in 1992, the Metro Multifamily Housing Association (MMHA) proudly represents residential property managers and vendors throughout Portland, southern Washington, and down through the Willamette Valley to Medford. Our members manage over 150,000 units in these areas and represent every service related to the industry. The Metro Multifamily Housing Association offices are located in downtown Portland at:
921 SW Washington, Suite 772
Portland, OR 97205
503-226-4533

Rental Housing Association of Greater Portland
RHAG is a nonprofit organization serving the needs of individuals and companies who own, manage or provide services and products to rental housing properties.
10520 NE Weidler
Portland, OR 97220
503-254-4723

APPENDIX CONT'D

RENTER RESOURCES

LT rights in Oregon

Legal Aid Services of Oregon

Legal Aid Services of Oregon is a non-profit organization that provides representation on civil cases to low-income clients throughout Oregon. Legal Aid Services of Oregon has field offices located in Albany, Bend, Hillsboro, Klamath Falls, Newport, Oregon City, Pendleton, Portland, Roseburg, Salem, Eugene, and Woodburn, which serves farm worker clients. To see which office serves the county you live in go to www.oregonlawhelp.org. If you live in Multnomah County, you can reach Legal Aid Services of Oregon at

Legal Aid Services of Oregon
921 SW Washington, Ste. 500
Portland, OR 97205
503-224-4086

Community Alliance of Tenants

CAT's mission is to educate and empower renters to demand affordable, stable, and safe rental homes. CAT operates a hotline where renters can get answers to a variety of questions when they have problems in the rental.

503-288-0130

211 Info

A referral and information hotline for a wide range of social service needs, including rental and housing assistance. Dial 2-1-1. This line is for callers in Multnomah, Washington, Clackamas, and Clark Counties. Cell phone users must use one of the alternative numbers:

Multnomah and Washington County:
503-222-5555

Clark County:
360-694-8899

Clackamas County:
503-655-8861

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