



In This Issue:

Form of the Month: Notice of Termination – Qualifying Landlord Reason, Tenancies of More Than One Year

In Case You Missed It: Pandemic Property Sales

Featured Articles:

6 Factors Involved in Lease Renewals Post-Pandemic

Cash for Keys Vs. Eviction – Which Option Is Better?

A Short Summary of Senate Bill 282

6 Factors Involved in Lease Renewals Post-Pandemic

By **Justin Becker** | May, 18th 2021
www.rentalhousingjournal.com



There is no doubt that COVID-19 has changed the way people occupy space and interact, which, as a result, has caused a decline in demand for space and property. The unprecedented crisis is expected to have lasting effects, depending on how long the virus persists.

In order to respond to the crisis, it is important that property managers and owners take action now rather than later. In the post-pandemic era, landlords should review some strategies regarding property leases.

COVID-19 has seen the closure of many retail locations, not just in the United States but across the globe. Since the duration of the pandemic is uncertain, landlords, tenants and lenders are all trying to figure out their next steps involving real estate inter-parties.

While the relationship between property owners and tenants depends on individual lease agreements, regarding leases to private and commercial properties, the post-pandemic era will require some changes that property owners can make to address the unique challenges brought about by COVID-19.

continued on page 9

Webinar

Earthquake & Flood Insurance

Presented By: AAA Insurance

Thursday, June 24th
starting at 5:30pm

- FREE

* For more information go to
www.roa-swo.com/events

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Who is the ROA?

Rental Owners Association of Southwestern Oregon is an organization that's been around for over 30 years and consists of landlords who care about practical, legal and profitable land lording practices. Through the association, they share problems, solutions, and ideas with other landlords and find information that comes from similar organizations in Oregon and around the country.



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Cash for Keys Vs. Eviction – Which Option Is Better?

By **Jeremy Raglin** | May 19th 2021
www.rentportlandhomes.com



As we rapidly approach the end of the CDC Eviction Moratorium, most landlords in Portland, and across the United States, will be looking at the date when they can finally move forward with residential evictions once again.

Even though evictions may seem like the only option for some tenants, the reality is that it's not, because, cash for keys is also an option that landlords should be willing to consider as well.

UNDERSTANDING CASH FOR KEYS VS. EVICTION

When it comes to cash for keys, it's quite simple as easy as it sounds, the landlord is going to give their tenant a financial incentive to move out of the rental property as quickly as possible but there are still several things that a landlord must do during the cash for keys process:

1. EXPLAIN TO THE TENANT IN DETAIL WHAT THEY NEED TO DO

Tell them that the unit must be in move-in ready condition when they leave, so they have to clean it and take care of any repairs. This saves in cleanup costs and reduces the chance that the tenant will damage the property on the way out.

2. GIVE THE TENANT A SPECIFIC DATE THEY NEED TO MOVE OUT

Typically, a landlord will not give any more than four days to move. The point of cash for keys is to get them out of the property quickly.

3. GIVE A PAY OR VACATE NOTICE ANYWAY

This is typically the first step in the eviction process. Just in case the tenant doesn't leave, the landlord will not have lost much time.

4. MEET WITH THE TENANT

Next, the landlord has to meet the tenant at the property and verify that the unit is, indeed, "broom clean." To be safe, the landlord should have someone accompany them.

5. INSPECT THE PROPERTY

Make sure the tenant lived up to their end of the bargain. The home should be cleaned out and in good shape. If not, the property owner has to show the tenant what needs to be done and has to set a time when to come back. Never give the tenant money until they are 100% out and have handed over the key.

continued on page 4



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ROA Helpline
(541) 435-1492

- Need help?
- Questions about landlord/tenant law?
- Advice on how to deal with a tenant?

Call the Helpline! Speak to a Property Manager who knows the law inside and out and who can speak from personal experience. FREE to all ROA members of the Southwestern Oregon Chapter.



RENTAL OWNERS ASSOCIATION OF SOUTHWESTERN OREGON

Calls are returned within one business day between the hours of 7am and 8pm. Helpline is closed weekends and Holidays.

Cash for Keys Vs. Eviction – Which Option Is Better?

Continued from page 3

6. SIGN THE PAPERWORK

Have the renter sign a simple document that relinquishes their tenancy at the property. This is protection in case they later say the landlord changed the locks on them or that they did not really move out. The tenant has to sign and date the document.

7. HAND OVER THE CASH

If the tenant has held up their part of the deal, the landlord can hand over the money and thank them for a positive transition. Then the locks have to be changed immediately. If there is a security deposit, a landlord may deduct past due rent but still needs to provide an itemized list of deductions. Make sure to check the state’s law on how to deal with the security deposit.

Is cash for keys the right choice?

Yes, cash for keys feels so “un-American,” like the bad guy is getting away with the crime. Some landlords flat-out refuse to even consider this idea because it feels so wrong. But remember, cash for keys isn’t personal—it’s business!

That said, cash for keys doesn’t always work. Some renters will refuse it. Some tenants will ignore it. Sometimes the homeowner will not want to try it. In that case, the only recourse is the eviction process.



NEED FORMS?

Oregon Rental Housing Forms are just a click away!

- 1 www.oregonrentalhousing.com
- 2 Click (top right): “Click to Get ORHA Forms Online”
- 3 Input your local association code in the field labeled “Enter Your Member ID” to receive ORHA forms 1/2 PRICE
- 4 Choose a form
- 5 Click on the form
- 6 Input your information
- 7 Click “Generate PDF”
- 8 Click “Check Out” – This will direct you to PayPal
- 9 Follow payment directions. Once complete, PayPal will return to the ORHA Forms page to “Print Link.” This link will also be sent to your email address.

A Short Summary of Senate Bill 282

By **Brian Cox, Attorney at Law** | May 20th 2021
www.briancoxeugeneattorney.com/

On May 19th, Governor Kate Brown signed SB 282 passed by the House, extending the time renters have to pay back rent and other accumulated charges they've missed since April 2020 through June, 2021. Currently, the state's moratorium on evictions is slated to end at the end of June, and tenants must pay all back rent by July 1, along with resuming regular monthly rental payments. Under SB 282, tenants must still keep current with new rental payments as of July 1 to avoid eviction, but they will have through February 2022 to pay any back rent and other accumulated charges still owed when the eviction moratorium ends. Termination notices for non-payment must include language that states "eviction for nonpayment of rent, charges or fees that accrued on or

after April 1, 2020 and before June 30, 2021 is not allowed before February 28, 2022."

SB 282 does more than extend the grace period for back rent. It provides that landlords cannot use evictions during the pandemic to deny a rental applicant (without regard for the reason for the eviction), cannot count against applicants amounts owing to a prior landlord that accrued during the emergency period, and prevents landlords from reporting missed rent and other charges to a credit agency. It temporarily bars landlords from enforcing rental occupancy limits that are more strict than current law to help people without housing stay with friends or loved ones. And it extends heightened penalties on landlords for retaliatory conduct through February, 2022. Of important note, SB 282 does NOT extend the moratorium on certain evictions.



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Form of the Month



NOTICE OF TERMINATION
QUALIFYING LANDLORD REASON
TENANCIES OF MORE THAN ONE YEAR

5A

Tenant(s): 1
Tenant(s):
Address:
City: OREGON Zip:
Unit:
et al (and all others)

DATE OF SERVICE: 2
[] TIME SERVED PERSONALLY TO EACH INDIVIDUAL NAMED ABOVE:
[] TIME POSTED & MAILED:
[] MAILED:

Owner/Agent hereby serves you 90-days' notice of the termination of your tenancy for a Qualifying Landlord Reason:

- 3 [] The landlord intends to demolish the unit or convert it to a use other than residential use within a reasonable time; or
[] The landlord intends to undertake repairs or renovations to the unit within a reasonable time and the unit is unsafe or unfit for occupancy, or will be unsafe or unfit for occupancy during repairs or renovations; or
[] The landlord intends for the landlord or a member of the landlord's immediate family to occupy the unit as a primary residence, and the landlord does not own a comparable unit in the same building that is available for occupancy; or
[] The landlord is selling the property, and has accepted an offer to purchase the unit separately from any other unit from a person who intends in good faith to occupy the unit as their primary residence. (The landlord must provide the notice and written evidence of the offer to purchase the unit to the tenant not more than 120 days after accepting the offer to purchase.)

Your tenancy is being terminated and you must vacate the rental unit you now occupy no later than 11:59 p.m. (end of day) on 4

The facts which support this notice are: 5

RELOCATION FEE

For this notice to be valid, at the time it is delivered to the tenant, the landlord must pay the tenant the equivalent of one month's periodic rent, unless exempt. Owners of four or fewer dwelling units are exempt from the payment of the relocation fee.

- 6 The owner of this property [] does [] does not hold an ownership interest in four or fewer dwelling units.

If your termination date is not at the end of your rental period, and you have not paid a last month's rent deposit, you will owe rent for a partial month.

Your prorated rent from 7 through is \$

If you did pay a last month's rent deposit that exceeds the date of termination, the landlord is required to account for those funds separately at the time of security deposit reconciliation within 31 days of surrender of possession of the dwelling unit.

Owner/Agent Signature: 8 Date:

Owner/Agent:
Address:
City: State: Zip:
Telephone: Email:

The ending date must be at least 90 days from the date of service (not including date of service unless personally delivered). If notice is served by mail ONLY, the ending date must include an additional four (4) days to allow for the delivery of notice, including date of mailing.

This notice, if mailed, shall be mailed First Class Mail ONLY (not certified, registered, etc.).

Owner/Agent does not waive the right to terminate by simultaneously or subsequently served notices.

Regardless of length of tenancy, proscribed notice periods may be longer in certain local jurisdictions or in subsidized housing.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Call the 2-1-1 information service to learn about resources in your area.



5A — Notice of Termination Qualifying Landlord Reason Tenancies of More Than One Year



What this form is for:

With the passage of Senate Bill 608, Landlords may only terminate tenancies of more than one year for lease violations or for one of four Qualifying Landlord Reasons. Called the Tenant Protection Bill, it also mandates a minimum termination period of 90 days, and requires Landlords who hold an ownership interest in more than four rental dwelling units to pay their Tenants the equivalent of one month's periodic rent at the time the notice is delivered.

When this form is used:

This form is used when you need to ask your Tenants to move out, but they have lived there for longer than one year. The form can be used for both periodic and fixed-term tenancies, but in the case of a fixed term, the termination date cannot be any earlier than the last day of the term.

How the form is filled in:

1. Fill in the name(s) of the Tenant(s) and the address.
2. This is the date the form is being delivered and by checking the appropriate box, how and at what time the notice is being delivered. Since this is a "day" notice (explained in the "*Delivery of Notices*" section), the time delivered or posted and mailed isn't critical, but you should be as close as reasonably possible. The date can be any day of the month.
3. Check the box that aligns with your reason for the termination. If you are terminating the tenancy so that a family member can move in, remember that it may only be an "immediate" family member as defined in ORS 90.427.
4. This is the date by which the Tenant must vacate at 11:59 p.m.
5. This is where you need to tell the Tenant the facts that support the box you checked above. You must explain to your Tenant what you are doing. Are you tearing down the unit or converting it to another use? Are you painting the entire interior, replacing flooring, remodeling the kitchen or bath? Are you moving in an immediate family member? Are you selling the unit to a person who wants to occupy the unit as their primary residence and provided a copy of the accepted offer?
6. If you have an ownership interest in more than four rental dwelling units, check the "does" box, and include a check with the notice that is equal to one month's rent; if you don't have an interest in more than four rental dwelling units, check the "does not" box.
7. If the termination date is anything other than the last day of the month, you will have to deal with prorating the rent. The industry standard for prorating rent is monthly rent divided by 30. Once you have that figure, multiply by the number of days to arrive at the move-out prorate.
8. Owner/Agent sign and date. Fill in the rest of the information.

Final Reminders:

1. Senate Bill 608 is very new. Case law remains to be decided, so you are strongly advised to seek legal advice before proceeding with termination of tenancy. Penalties for Landlord violations are equal to three months' periodic rent, plus the Tenant's actual damages, which can include moving costs and attorney's fees.
2. Unless you're sure you know what you're doing, read the entire section entitled "*Delivery of Notices*" at the front of this book before completing this form.

6 Factors Involved in Lease Renewals Post-Pandemic

Continued from page 1

Below are some of the possible steps that property owners should consider during the post-COVID-19 period.

1. Rent Deferral

Considering rent deferral is one of the steps that landlords can take to address the challenges that most tenants, especially those occupying homes, apartments and townhomes for rent, are currently facing. The world has witnessed massive job losses, which means that people and businesses are facing financial difficulties.

An agreement to defer a portion, or the entirety, of the rent for a defined period of time would be most effective to address the situation. Deferred rent would then be paid after the agreed period lapses or over the duration of time, depending on how the situation resumes to normalcy.

Ideally, the issue of rent deferral is subject to several factors that guide the property owner's decision to set the terms of such an agreement. For example, deferral on commercial property should be based on the tenant's business operations.

There are certain businesses that are not self-sustaining, which means that there is no guarantee that you will be paid at the end of the deferral period. You need to set the terms in such a way that while the aim is to provide the tenant with financial relief, you are also able to maintain your cash flow under the lease.

2. Rent Reduction

Rent reduction might be perceived as unfavorable to landlords, but it works towards building a good relationship with the tenants. As a property owner or property manager, rent reduction should be one of the options, provided that it does not take place at the expense of the landlord's cash flow.

3. Setting Realistic Expectations

One thing that COVID-19 has taught the world is that you can never be too sure about the future. For this reason, it is important for parties involved in property leases to set out realistic goals that address the unique nature of the current situation that they find themselves in.

Going forward, it is expected that it will take some time before the situation resumes to normalcy, especially in terms of income challenges.

The current economic hardships are already difficult for both landlords and tenants, hence the need to establish workable goals that are practical and discernible. This way, you won't lose your tenants as a property owner due to financial constraints, as the challenges being experienced are not permanent.

The mutually acceptable solutions, in the short term, should leave you in a better position post-COVID when the harsh economic times change for the better.

4. The Need For Lease Transparency

Transparency is one of the key things that will be needed in real-estate deals during the post COVID-19 era. While leases are meant to guarantee that transparency is upheld in rental agreements, there are instances where certain clauses are left out by the property owners only for the tenant to be subjected to these clauses after signing the lease renewal agreement.

Tenants also have a tendency of leaving out crucial information that can affect the tenancy agreement in the long run.

It is such disputes that tend to escalate, especially when one party involved in the lease feels aggrieved. To avoid such disputes, full disclosure is important, especially on the parts of the tenants that are struggling with financial difficulties. Of course, COVID-19 has affected property owners and their tenants alike. This is an issue that landlords understand too well.

In the event that the lease renewal can be altered to factor in emerging issues brought about by the pandemic, then such an eventuality would work to the benefit of the parties involved. Non-disclosure on either of the parties only causes unnecessary disputes that can easily be solved through consensus.

5. Consider Third-Party-Lender Approvals

With the demand for apartments and mobile homes for lease constantly changing, it is important that you consider third-party lenders as part of your plan to maintain a steady cash flow. With tenants yet to recover financially, post-COVID will require that you consider getting funds from alternative lenders to stay afloat.

For property owners and managers, such real estate requires a lot of maintenance. Even if the demand for apartments has been on the decline, the tenants residing there require basic services and repairs, in case of damage to the property. As outlined in most leases, it is the responsibility of the tenant to cover damages to the property they are residing in.

With that said, there are unique situations where the damage may be as a result of other causes other than the tenant. This means that the tenant cannot be charged for such damages. Availability of funds ensures that possible repairs are done fast, meaning the tenant is not affected in any way that would be in violation of the tenancy agreement.

6. What To Expect Post-COVID In The Real Estate Market

The current crisis has led to significant stress on both landlords and their tenants. Both parties have experienced a decline in cash flow, business interruption and overall suspension to some. To address the unprecedented challenges brought about by COVID-19, landlord-tenant agreements should be mutually

beneficial. Landlords can offer some waivers, but tenants too should strive to fulfil their rent obligations.

This calls for a change in the way property owners and tenants interact post-COVID. With competent planning, the situation is likely to change sooner than expected. This means that every decision has to be accompanied by a shared goal between landlords and tenants.

Future leases and lease renewals post-pandemic will need to factor in the need to have a plan regarding how both parties intend to address these types of issues. However, there is every need to be prudent regarding how the issues brought by COVID-19 are leveraged to address the current crisis.

The post-COVID era promises a lot of uncertainties to both landlords and tenants. With that said, it is better to deal with the crisis now through the strategies outlined above before focusing towards the future. This is how property owners can address the current crisis and also ensure that they do not lose their tenants.

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Position #5: Dennis Schad
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Position #6: Vacant

Ever wonder what goes on at ROA Board meetings? Have any suggestions to share? Interested in joining the board? Bring your thoughts and/or ideas. Or just listen in and see what we're all about.

The ROA Board of Directors meets every month. Meetings are always open to members. Contact us for more information.



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In Case You Missed It: Pandemic Property Sales

May 25th 2021

On Tuesday, May 25th a webinar titled Pandemic Property Sales was offered by instructor, Tia Politi, Lane County ROA President, ORHA Board Secretary and owner of Rental Housing Support Services, LLC. This class covered the ins and outs of marketing and selling a renter-occupied property during the pandemic and went over the challenges involved in the process.

Attendees came away with useful tools like ways to gain the renter's cooperation and what to do if they will not cooperate. Options and timelines for tenancy termination for no-cause, qualifying landlord reason, or for-cause. They also received tips on how best to serve legal notice. The key there being, perfection. They also learned about Pandemic-related law overlays and restrictions such as HB 4401 and SB 282, which recently passed.

Some interesting options were presented such as mutual tenancy termination via cash for keys. This is something



worth considering to surpass the eviction process and potentially save you on court filing fees and the time.

Overall, this was a great class for those considering selling their property and realtors trying to navigate this crazy market. We are very fortunate to have had Tia present this information to our membership.

For upcoming courses, go to roa-swo.com/events.

Code of Ethics

Excerpt from the Bylaws of the Rental Owners Association of Southwestern Oregon

The objectives of this Association shall be:

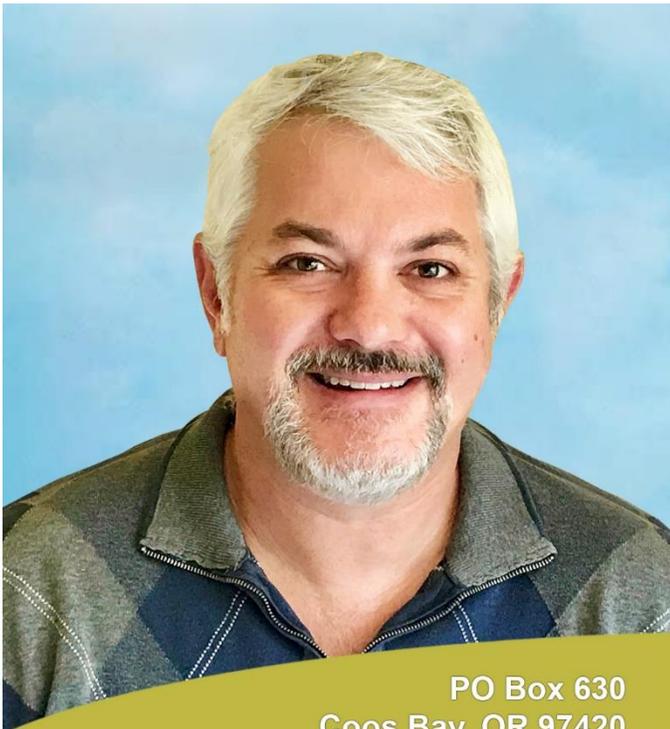
- A. To unite, for their mutual good, rental housing owners, managers and/or their agents in the Southwestern Oregon area.
- B. To strive to maintain those standards of the residential rental industry which are of a high ethical and up-to-date business level.
- C. To stimulate cooperation among rental owners to the end that the best possible service will be rendered to the owners and renters.
- D. To provide appropriate information and educational opportunities on state/federal laws, rules/regulations, policies/procedures and rental housing management.
- E. To cooperate with other organizations having similar goals.





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Patrick M. Terry Attorney at Law

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