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Update – Eviction Moratorium Ends

By Mark L Busch, P.C. | June,30th 2021
www.marklbusch.com



Webinar

The Eviction Process

Presented By: Tia Politi

Tuesday, July 27th
starting at 5:00pm

- Members: \$20
- w/ 2 CE Credits: \$50
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Oregon’s eviction moratorium ends on June 30, 2021. Beginning on July 1, 2021, residential tenants must begin paying their monthly rent going forward, together with any other charges authorized under the rental agreement (i.e., utilities, service charges, and applicable monthly late fees). However, there are important caveats on both the state and federal level.

On the state level, the Oregon Legislature passed and the governor signed Senate Bill 278, which provides some continued protection for tenants. Under SB 278, landlords must put a 60-day “hold” on any nonpayment evictions IF the tenant has provided to the landlord “documentation that the tenant has applied for rental assistance.” The term “documentation” includes an email, a screenshot, or other written or electronic documentation from a rent assistance provider verifying the submission of an application for rental assistance. SB 278 will remain in effect until March 1, 2022.

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Make a Contribution TODAY!





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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Maintenance Expenses for Your Rental Property

By **Kaycee Miller** | May 20th 2021
www.rentecdirect.com

Owning an investment property requires a little more work than simply collecting rental payments, paying the mortgage and pocketing the profit. First-time landlords will benefit from understanding all the expenses that go into owning a rental home beyond a mortgage payment.

An investor's budget should allocate for standard homeowner expenses like mortgage, taxes, insurance, and utilities. Another important expense for any homeowner, and especially investors, includes maintenance costs. Landlords who reinvest a portion of their rental income into performing monthly maintenance will keep their properties in great condition and their tenants happy.

Home maintenance for rental properties can be one of the hardest expenses to budget. The reason property maintenance is difficult to account for is the variability of this expense category. A landlord may spend \$500 in one month, \$100 the next month and \$0 the following month. Over time, maintenance expenses tend to average out but a smart investor will create an estimated budget in order to prepare a reserve fund to cover unexpected bills.

Property maintenance for rental properties includes seasonal & routine maintenance, emergency maintenance and regular maintenance associated with owning a home and protecting your property.

Landlords are legally required to keep their rental property in a habitual condition for their renters. In most cases this means fixing appliances when they break, replacing roofs, repairing damaged structural features, managing pest invasions, and eliminating mold or other toxins.

To help landlords create a working budget when evaluating an investment property, here is a look at the typical maintenance expenses associated with rental property.

ROUTINE MAINTENANCE

Routine maintenance includes monthly costs associated with maintaining the exterior curb appeal and interior common areas of the property if it applies. The property owner should include landscaping, regular exterior and



interior cleaning, garbage and recycling collection to his monthly maintenance costs as well. Routine maintenance is the easiest to budget and typically involves fixed (or slightly variable) cost you pay out each month.

SEASONAL MAINTENANCE

Seasonal maintenance will vary depending on the location and type of property you own. Examples of seasonal maintenance include tree pruning in the winter, snow removal, or gutter cleaning in the fall.

APPLIANCE MAINTENANCE

When providing appliances for tenant's use, you have no control over how they use the fixture in the home. No matter how much you ask them to clean out the lint trap of the dryer or change air filters, they might "forget". Landlords will benefit from investing time and money into routine services for their major appliances to extend the life of these big-ticket items like HVAC systems, sump pumps, refrigerators, stoves, washer, and dryers, etc. Here is a good breakdown of appliance maintenance and simple costs associated with keeping them running smoothly.

EMERGENCY MAINTENANCE

Landlords need to be prepared for that inevitable phone call from a tenant who's heater died in the middle of a snowstorm, the air conditioner broke in the middle of summer or a pipe burst in the middle of the night. Emergency maintenance needs to be handled right away to protect your tenant's right to a habitual environment and to protect your property from further damage. Ideally, your routine maintenance will prevent emergency repairs but it is always wise to plan for the unexpected.

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The Oregon Rental Housing Key Political Action Committee strives to elect state legislators who will work for the best interests of rental property owners.

Contribute to the Oregon Rental Housing KEY PAC and you may qualify for a Tax Credit.

oregonrentalhousingpac.org

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

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Update – Eviction Moratorium Ends

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If a landlord has received any such documentation from a tenant, the landlord cannot issue a rent nonpayment notice to that tenant until 60 days after the tenant provided the documentation. If a tenant has not provided any documentation, the landlord may issue a nonpayment notice, but it must include exact statutory language informing the tenant about the availability of the temporary protection period. If a nonpayment eviction case has already been filed in court, the court must postpone the case for 60 days if the tenant provides the documentation to the landlord prior to or at the first appearance hearing. SB 278 also contains other provisions on how nonpayment court cases must be handled, depending on whether the landlord followed the notification requirements, subsequently received rental assistance covering the amount owed, or unreasonably failed to participate with a rental assistance program.

It is important to note that tenants will still owe rent and other charges beginning on July 1, 2021. SB 278 only provides a temporary, 60-day delay in the eviction process to allow tenants to apply for and receive rental assistance. It is also important to remember that tenants have until February 28, 2022 to repay any and all

amounts owed to the landlord that accrued between April 1, 2020 and June 30, 2021 (except late fees, which are waived). Finally, the usual 72-hour nonpayment notice is now a 10-day nonpayment notice through the end of February 2022, so make sure you are using an up-to-date nonpayment eviction notice form.

A final complicating factor is that the US Supreme Court has left in place the CDC nationwide nonpayment eviction moratorium that was recently extended through July 31, 2021. Under the CDC order, a landlord cannot evict a tenant for nonpayment if the tenant has provided a declaration specifying certain facts, including a good faith attempt to obtain government assistance, qualifying income levels, and loss of income, among other factors. Because of the overlap between the CDC order and Oregon legislation, in most nonpayment cases the CDC order will likely be a moot point. However, it is possible in some circumstances that the CDC order could apply to no-cause evictions as well, so consult with an attorney before issuing any no-cause eviction notices to tenants.

The information in this article is general in nature and is not intended as legal advice for any specific issue that might arise, since every situation is different. Always consult a knowledgeable landlord attorney with your specific legal issues.

****LEGISLATIVE UPDATE****

HB 2484 would have *required* Housing Providers to allow daycares in their rental properties. The bill failed to pass before the end of session and will not become law.

NEW MEMBERSHIP RATES

Effective July 1st

1-6 Units:	\$103 Per Membership
7-24 Units:	\$120 Per Membership
25-60 Units:	\$142 Per Membership
61-99 Units:	\$170 Per Membership
100-249 Units:	\$203 Per Membership
250-499 Units:	\$241 Per Membership
Over 500 Units:	\$285 Per Membership



Form of the Month 10-DAY NOTICE TO PAY OR VACATE FOR NON-PAYMENT OF RENT

4A

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

This is to inform you that your rent is now at least seven (7) days past due. This is your 10-day written notice to pay your past due rent or your rental agreement will be terminated as provided by Oregon Landlord/Tenant Law.

To Satisfy This Notice, You Must Pay At Least Your Past Due Rent Amount of: \$ _____

This notice has been served personally to each individual named above.
Date: _____ Time: _____ (If left blank, notice was served prior to 11:59 p.m. on date of service.)
Your Past Due Rent Amount must be paid by: _____ (time notice expires or 11:59 p.m. if left blank.)
on _____ (date) or your tenancy will be terminated automatically without further notice.

This notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail.
Date: _____ Time: _____ (If left blank, notice was served prior to 11:59 p.m. on date of service.)
Your Past Due Rent Amount must be paid by 11:59 pm on _____ (date) or your tenancy will be terminated automatically without further notice.

This notice has been served by first class mail and the effective date is extended by four days, including date mailed.
Date: _____ Time: _____ (If left blank, notice was served prior to 11:59 p.m. on date of service.)
Your Past Due Rent Amount must be paid by 11:59 pm on _____ (date) or your tenancy will be terminated automatically without further notice.

Housing Choice/Section 8 Voucher Recipients: Notice is served by one of the methods above AND a copy mailed, emailed or faxed to the Public Housing Authority the same day.

If you are on a fixed-term lease, be advised your landlord has the option to terminate your tenancy at the end of your lease if you have received three or more notices for noncompliance (including non-payment of rent) within a 12-month period preceding the end of the fixed term. Owner/Agent may terminate the tenancy by issuing a 90-day notice prior to the lease end date, or 90 days prior to the date designated in the notice, whichever is later. Correcting the third or subsequent violation is not a defense to the termination. This is your ____ violation in the last 12 months.

Owner/Agent Signature: _____ **Date:** _____

MAKE PAYMENTS TO:

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

For Informational Purposes Only:

Late Fee per Written Rental Agreement: \$ _____

Actual Damages (costs) incurred by Owner/Agent for preparation and service of this notice: \$ _____

Other amounts owed on account: \$ _____

Total Amount Due (not including rent amount above): \$ _____

There may be additional charges due under your rental agreement for which you remain responsible. To avoid termination of your tenancy for non-payment of rent, you need only pay the Past Due Rent Amount listed above.

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.



Ten Day Nonpayment Notices

Until February 28, 2022, termination notices for nonpayment of rent must give at least ten days to pay the rent and avoid eviction. Beginning March 1, 2022, landlords will again be able to give nonpayment of rent notices with only 72 hours to pay. Between July 1, 2021 and February 28, 2022, nonpayment termination notices must state that the renter has until February 28, 2022 to repay any nonpayment balance from April 1, 2020 to June 30, 2021.

Notice of Tenant’s Rights to be Protected from Eviction

Effective July 1, 2021, SB 278 requires that when serving a notice for nonpayment, the landlord must include a notice about a tenant’s rights to be protected from eviction. This notice must also be included with any court summons for eviction for nonpayment. “Nonpayment” means the nonpayment of a payment that is due to a landlord, including a payment of rent, late charges, utility or service charges or any other charge or fee as described in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.

The required notice can be found at the ORHA Website, and the ORHA Forms Store site, and has been added to nonpayment forms on the forms store, including 10-Day Notice to Pay or Vacate for Nonpayment of Rent – ORHA form 4A, 13-Day Notice to Pay or Vacate for Nonpayment of Rent, ORHA form #44A, and Notice of Termination with Cause – ORHA form #38 (just in case you’re using a for-cause notice to require payment of other charges).



THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS TO PROTECTION AGAINST EVICTION FOR NONPAYMENT

For information in Spanish, Korean, Russian, Vietnamese or Chinese, go to the Judicial Department website at www.courts.oregon.gov.

Until February 28, 2022, if you give your landlord documentation that you have applied for rental assistance at or before your first appearance in court, you may be temporarily protected from eviction for nonpayment. Documentation may be made by any reasonable method, including by sending a copy or photograph of the documentation by electronic mail or text message. “Documentation” includes electronic mail, a screenshot or other written or electronic documentation verifying the submission of an application for rental assistance.

To apply for rental assistance, go to www.oregonrentalassistance.org, dial 211 or go to www.211info.org.

To find free legal assistance for low-income Oregonians, go to www.oregonlawhelp.org.

Maintenance Expenses for Your Rental Property

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REPLACEMENTS

Just like any homeowner experiences, nothing lasts forever. Roofs, appliances, flooring, and paint will all need to get replaced eventually. A smart investor will evaluate the lifespan of major appliances and property fixtures that will need to get replaced so he can budget and save accordingly. Replacements can be a major home maintenance expense but it will ultimately add to the value of your house if done so responsibly.

LANDSCAPING

Landscaping expenses can fall on either the owner or tenant per the lease agreement. Landscaping becomes the landlord's responsibility if an unmaintained property violates local laws or homeowners' association rules. It is also in an owner's best interest to take responsibility for keeping bushes trimmed to prevent fire hazards to the property. Landscaping maintenance is typically a fixed expense, with seasonal landscaping the only dependable variant.

PAINTING

Landlords may find themselves pulling out the paint can more often than a traditional homeowner. A new coat of paint can be a great way to freshen up a property between tenants or could be the only option if a vacating tenant left the property's walls scuffed and scraped. In some cases, a tenant's security deposit will cover the cost of re-painting but a long-term tenant might fall under the normal wear and tear period and the painting costs will come out of an owner's budget.

FLOORING

The type of floor installed in your rental property will require different types of maintenance. Like painting, floors could require a replacement in between tenants. Carpet receives the most damage from normal wear and tear and could be required to be replaced every tenancy. Routine maintenance for carpets can include a professional cleaning every year to prolong the life of the



the floor, or you could opt for more durable flooring that won't require as much maintenance such as laminate or wood.

PROPERTY DAMAGE

In some worst-case scenarios, you may encounter a tenant who intentionally destroys a rental property. Property damage can be billed to the tenant that caused the damage but the amount of time it takes to restore a property to rent-ready condition can mean lost rental income. In other cases, the destroyer will not have the funds to pay for the damage and may see no problem with declaring bankruptcy for the debt, leaving an owner to cover the cost of damage. Both the cost for the property damage and the lost rent expenses for the time it takes to get a property rent ready need to be considered.

CLEANING COSTS

During tenant turnover, returning a property to rent-ready condition will include a thorough scrub down. Despite your tenants' best efforts, they might not be able to get your property back to the level of cleanliness you require for the next tenant. Even if you use their security deposit to cover the cost of cleaning and repairs, there might be extra expenses that go beyond the deposit that will come out of your pocket. If the vacating tenant has lived in the property long enough, some of the restoration expenses will not be covered by the security deposit at all.

PEST CONTROL

Pest control expenses include preventative actions like spraying pesticides around the perimeter of your property to prevent insect or vermin invasion. Occasionally your home may fall victim to an infestation which will need to be remedied immediately to protect your tenant's health, safety and the structural integrity of the property.

INSPECTIONS

Your property may require an inspection if mold is suspected or you need to find the source of a pest problem. Roof inspections and HVAC inspections are also regular maintenance that can prevent damage to your property or prolong the life of an appliance.

WASTE MANAGEMENT

The landlord must keep all common areas of a multi-unit residential property safe and clean, provide appropriate trash receptacles and arranging for regular pickup. Elevators and other common-use systems also fall under a landlord’s area of responsibility.

FINAL THOUGHTS

The good news is, most maintenance and repair costs are tax-deductible for landlords. In some cases, a maintenance expense could be classified as a property improvement (like purchasing a new appliance when the old one breaks) which falls under a depreciation tax category. Just be sure to keep excellent records and talk to a tax professional if you have any questions.



While it may be true that owners and managers are required to keep up with most property maintenance, there are some areas of maintenance that become the tenant’s responsibility. Your tenants are expected to keep the property clean, dispose of trash properly, and need to avoid deliberate or negligent damage to the property.

Wells Fargo suggests that “Most homeowners need to spend 1% to 2% of the purchase price of their home every year for routine maintenance projects, such as window replacement and roofing repair.” Another way investors calculate a budget for rentals, involves the 50% rule. Brandon Turner for BiggerPockets explains the 50% rule is simply to allocate 50% of your rental rate for operating expenses.



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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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ROA Newsletter – Moving to Email ONLY

As an association we are proud to be able to provide a quality newsletter to our members. We hope that you find value in having this great resource. Recently we've been evaluating the time, effort and cost that goes into producing the printed version of the newsletter and have come to the conclusion that it would be more efficient to provide the newsletter via email ONLY starting next month. Not only does this free up resources, but it also reduces potential paper waste.

With that said, if you are still interested in receiving a printed copy of the newsletter, we're happy to send one. Just send an email to info@roa-swo.com or call (541) 756-0347 and ask to be put on the mailing list.

As always, we are open to your suggestions, ideas and encourage member involvement. Consider contributing to your local ROA by joining the Board of Directors. Or just sit in on a board meeting, they are always open to members.



Code of Ethics

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

The objectives of this Association shall be:

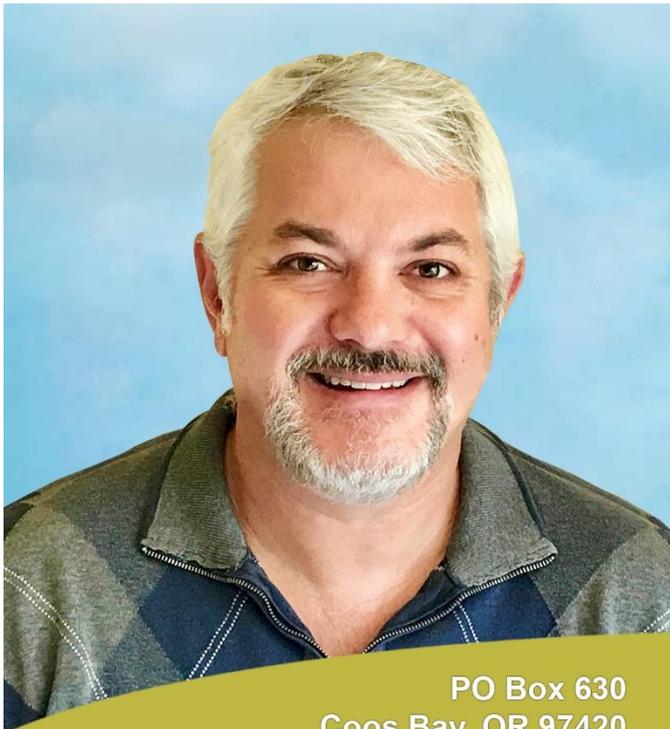
- A. To unite, for their mutual good, rental housing owners, managers and/or their agents in the Southwestern Oregon area.
- B. To strive to maintain those standards of the residential rental industry which are of a high ethical and up-to-date business level.
- C. To stimulate cooperation among rental 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.





**RENTAL OWNERS
ASSOCIATION OF
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Patrick M. Terry Attorney at Law

**Representing Landlords on the
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