

Oregon Landlord-Tenant Law

2009 New Legislation

Andrew D. Hahs
Bittner & Hahs, P.C.
4949 SW Meadows Rd., Ste 260
Lake Oswego, OR 97035
503-228-5626
ahahs@bittner-hahs.com
www.bittner-hahs.com



© 2009 Bittner & Hahs, PC

Legislative Changes

SB 771 – Landlord/Tenant Coalition Omnibus Bill

(Fees, no cause notice, abandoned property- deceased tenant, temporary occupancy agreement)

HB 2578 – Restrictions on towing

HB 3450 – Carbon monoxide alarms

HB 2614 –100 year flood plain disclosure

HB 2135 –Smoking policy disclosure

SB 875 - Assistance animals

Federal Law- Helping Families Save Their Homes Act

SB 952- Protections to tenant when house in foreclosure

Limitation on Allowable Fees

- Month to Month- Effective for fees and charges for occurrences, abandonments, relinquishments and non-compliances occurring on or after January 1, 2010
- Fixed Term- Effective for fees and charges for rental agreements entered into on or after January 1, 2010

Allowable Fees

- Screening Charge
- Deposit to Secure Execution of Rental Agreement
- Late rent payment fee
ORS 90.260
- NSF check fee plus any bank charges
ORS 30.701(5)
- Smoke alarm/ carbon monoxide alarm tampering/removal fee
ORS 90.325

Allowable Fees

Lease-break fee:

- May not exceed 1½ times the monthly stated rent.
- If Lease-break fee charged, cannot also recover:
 - unpaid rent past date unit vacated;
 - damages relating to the cost of renting the dwelling unit to a new tenant; or
 - concessions.
- If choose not to charge lease-break:
 - Recover all damages resulting from lease-break.

Allowable Fees

Non-compliance fees for written rules or policies – not to exceed \$50, for only the following circumstances:

- Late payment of utility or service charge that the tenant owes the landlord.
- Failure to clean up pet waste from premises (other than dwelling unit).
- Failure to clean up garbage, rubbish, or other waste from premises (other than dwelling unit).
- Parking violations
- Improper use of vehicles within the premises.

Current Customary Fees not Allowed

- Administrative fees.
- Move-in/move-out fees.
- Pet fees (pet deposits and pet rent unaffected).
- Cleaning fees (cleaning deposits unaffected).

Fees: Disclosure Requirements

- Applicant gets written list of all deposits, fees and rent that are charged by landlord, before rental agreement signed or Landlord takes any payment.
- The Rental Agreement must include a description of the fees that the landlord may charge.

Metro Multitennancy HOUSING ASSOCIATION **OREGON RENTAL AGREEMENT**

Priority Quality Home Care

MOVE-IN TRANSFER TO NEW # - FOR TRANSFER ONLY RENT TO START ON DATE LEASE RENEWAL (SEE DATE) FEE CHANGES

DATE: _____ PROPERTY NAME/NUMBER: _____

TENANT(S) (NAME ALL ADULTS): _____

PREMIER ADDRESS: _____ UNIT # _____ CITY _____ STATE _____ ZIP _____ (COLLECTIVELY RESIDENTS)

ACTUAL NOTICE BY EMAIL ALLOWED? DESIGNATED CONTACT INFORMATION FOR SERVICE OF ACTUAL NOTICE: _____ PHONE: _____

OWNER/AGENT? ADDRESS: _____ CITY _____ STATE _____ ZIP _____

LEASE TERM BEGINNING: _____ AND ENDING: _____

CHECK IF EARLY TERMINATION PROVISION APPLIES AMOUNT: \$ _____ (1% THREE MONTHLY STATED RENT IF BLANK AND 10% EXCEEDS 1% THREE MONTHLY STATED RENT)

MONTH-TO-MONTH BEGINNING: _____ RENT DUE DATE (IF OTHER THAN FIRST): _____

MONTHLY STATED RENT	\$	RENT DUE AT MOVE-IN/RENEWAL	DUE	\$
OTHER	\$	FROM	THRU	
OTHER	\$	SECOND RENT PAYMENT	DUE	\$
OTHER	\$	FROM	THRU	
OTHER	\$	SECURITY DEPOSIT (REFUNDABLE)		\$
TOTAL MONTHLY CHARGES	\$	ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)		\$
PRO RATE METHOD:		OTHER MONTHLY CHARGES		\$
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C (See #1 on page 2)		<input type="checkbox"/> IF CHECKED, DEPOSITS WILL BE HELD BY OWNER		

LEASE BREAK FEE (NOT TO EXCEED 1% THREE MONTH RENT)	\$	LATE RENT PAYMENT FEE (CHOOSE ONE)	
DISHONORED CHECK FEE OF \$25 + BANK CHARGES		<input type="checkbox"/> FLAT AMOUNT OF \$ _____	
SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE	\$	<input type="checkbox"/> PER DAY @ \$ _____	
NON-COMPLIANCE FEE*	\$	<input type="checkbox"/> 5% OF STATED RENT EVERY 5 DAYS	
1. LATE PAYMENT OF UTILITY		LATE RENT PAYMENT FEE BECOMES DUE WHEN RENT IS NOT RECEIVED BY THE END OF THE 4TH DAY AFTER IT IS DUE.	
2. FAILURE TO CLEAN PET WASTE			
3. FAILURE TO CLEAN GARBAGE/RUBBISH			
4. PARKING VIOLATIONS OR IMPROPER USE OF VEHICLES			
*NOT TO EXCEED \$50 PER NON-COMPLIANCE			

NAME	DATE OF BIRTH	MAKE	MODEL	STATE	LICENSE PLATE #

Form M001 OR Copyright © 2009 Metro Multitennancy Housing Association. NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION FROM METRO MULTITENANCY HOUSING ASSOCIATION.

FINANCIAL TERMS	OTHER	\$	FROM	THRU	
	OTHER	\$	SECOND RENT PAYMENT	DUE	\$
	OTHER	\$	FROM	THRU	
	OTHER	\$	SECURITY DEPOSIT (REFUNDABLE)		\$
	TOTAL MONTHLY CHARGES	\$	ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)		\$
PRO RATE METHOD:			OTHER MONTHLY CHARGES		\$
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C (See #1 on page 2)			<input type="checkbox"/> IF CHECKED, DEPOSITS WILL BE HELD BY OWNER		

FEES	LEASE BREAK FEE (NOT TO EXCEED 1% THREE MONTH RENT)	\$	THIS SECTION NOT APPLICABLE TO A RENEWAL		
	DISHONORED CHECK FEE OF \$25 + BANK CHARGES		RENT	+	\$
	SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE	\$	DEPOSITS	+	\$
	NON-COMPLIANCE FEE*	\$	OTHER	+	\$
	1. LATE PAYMENT OF UTILITY		PRIOR PAYMENT	-	\$
2. FAILURE TO CLEAN PET WASTE		EXECUTION DEPOSIT	-	\$	
3. FAILURE TO CLEAN GARBAGE/RUBBISH				\$	
4. PARKING VIOLATIONS OR IMPROPER USE OF VEHICLES				\$	
*NOT TO EXCEED \$50 PER NON-COMPLIANCE		TOTAL DUE AT MOVE IN	+	\$	

OTHER OCCUPANTS	NAME	DATE OF BIRTH	MAKE	MODEL	STATE	LICENSE PLATE #

Form M001 OR Copyright © 2009 Metro Multitennancy Housing Association. NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION FROM METRO MULTITENANCY HOUSING ASSOCIATION.

Security Deposits

- Landlord must provide receipt for any security deposit.
- Landlord is not required to repair damage in order to claim against the deposit for the cost to make the repair.
- Labor costs assessed with cleaning and repairs must be based on a reasonable hourly rate.
- Landlord may charge the reasonable hourly rate for repair work done by the landlord.
- May recover for loss of use of unit during cleaning/repairs, if performed timely.

Security Deposits

- Can recover carpet cleaning costs, other than use of a common vacuum cleaner, IF:
 - The cleaning is performed by use of machine specifically designed for cleaning or shampooing carpets.
 - The carpet was cleaned immediately prior to the tenant taking possession.
 - Written rental agreement allows

Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent.

11. **BARBECUES:** Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or will be removed (as applicable) when not in use.

12. **USE OF AND CHANGES TO PREMISES:** All plumbing, sanitary, heating, ventilating, air conditioning, other facilities or appliances on the Premises are to be used in a reasonable manner. Resident will immediately report for and not allow to be disconnected or discontinued any utilities for which Resident is responsible. Resident will not make any changes or additions to the Premises or install anything on the walls, ceilings or in the window sills or antennas without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable local, state and federal laws and regulations.

13. **DAMAGE:** Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

14. **SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) incurred during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit is covered by Resident's renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.

22. **CONDUCT:** The dwelling unit is to be used only as a dwelling. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent, or b) stay in his/her unit, as defined in section 8 above, who has had his/her Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident or Owner/Agent that results in damage to or property belonging to Resident, Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed.

21. **RENTER'S INSURANCE:** If renter's insurance is required on the front of this Rental Agreement, Resident will obtain and maintain insurance with liability coverages of at least the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. If insurance is not provided, Resident shall be responsible for obtaining and maintaining such insurance.

29. **PARKING AND USE OF VEHICLES:** Resident agrees to comply with all posted speed limit signs and traffic laws. If limit, the speed limit is 5 mph. Resident shall not exceed the posted speed limit in designated by Owner/Agent areas of the Premises. Resident shall be responsible for any damage to or property belonging to Resident, Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed.

32. **TERMINATION FOR FALSE INFORMATION:** If any information provided by Resident in an application for the rental unit is found to be false or misleading, or if Resident is convicted of a crime that constitutes grounds for denial of then-current rental criteria, this Rental Agreement shall be terminated.

33. **COMPLETE AGREEMENT:** This Rental Agreement and all applicable laws and regulations for the Premises, together with any other written addendum or after the date of this Rental Agreement, constitute the entire understanding of the parties. This Rental Agreement shall be binding on the parties from the date of execution on or after the date of this Rental Agreement to the extent consistent herewith incorporated herein.

PAGE 3 OF 3

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED)

INITIAL HERE

No Stated Cause Terminations- Month to Month Tenancy

- Tenant can terminate with 30 days notice.
- During the first year of occupancy the landlord may terminate with not less than 30 days notice.
- After the first year of occupancy, the landlord may terminate with not less than 60 days notice.
- "First year of occupancy" includes any periods in which any of the residents have lived in the unit less than one year: i.e.: resets any time new resident moves in

No Stated Cause Terminations- Month to Month Tenancy

- Exemption:
 - Dwelling unit sold separately from any other dwelling unit;
 - Owner has accepted an offer to purchase from a purchaser who intends to occupy as their primary residence; and
 - Tenant is given 30 day termination notice within 120 days after offer accepted.


No Stated Cause Notice- End of Fixed Term Tenancy

If lease is for at least one year and provides for automatic conversion to month-to-month:

- During first year of tenancy- landlord may issue a 30 day no-cause notice at any time prior to end of fixed term tenancy.
- If Conversion puts tenancy into second year- after the ending date of the fixed term: landlord must give a 60 day notice if issued after end of first year.
- Tenant must give 30 day notice or converts to month-to-month
- Applies to fixed term tenancies entered into after 1/1/2010

No Stated Cause Notice

- No cause notices may include an explanation or reason for the termination without having to prove the reason.
- An explanation does not give the tenant the right to cure such notice.
- If cause stated, notice must include following:
 - Notice is without stated cause
 - Resident has no right to cure
 - Landlord need not prove cause in court



**NOTICE OF TERMINATION OF TENANCY
WITHOUT STATED CAUSE**

DATE _____ PROPERTY NAME / NUMBER _____
 RESIDENT NAME(S) _____
 UNIT NUMBER _____ STREET ADDRESS _____ and all others _____
 CITY _____ STATE _____ ZIP _____

NOTICE ISSUED DURING FIRST YEAR OF OCCUPANCY
(FIRST YEAR OF OCCUPANCY INCLUDES ALL PERIODS IN WHICH ANY OF THE RESIDENTS HAS RESIDED IN THE UNIT FOR ONE YEAR OR LESS.)

Pursuant to Oregon landlord/tenant law, **THIS IS YOUR 30-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

This notice has been served personally and is effective at least 31 days later at midnight (end of day) on _____ or

If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 31 days later at midnight (end of day) on _____ or

This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 34 days later at midnight (end of day) on _____

NOTICE ISSUED AFTER FIRST YEAR OF OCCUPANCY
(FIRST YEAR OF OCCUPANCY INCLUDES ALL PERIODS IN WHICH ANY OF THE RESIDENTS HAS RESIDED IN THE UNIT FOR ONE YEAR OR LESS.)

Pursuant to Oregon landlord/tenant law, **THIS IS YOUR 60-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

This notice has been served personally and is effective at least 61 days later at midnight (end of day) on _____ or

If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 61 days later at midnight (end of day) on _____ or

This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 64 days later at midnight (end of day) on _____

OPTIONAL: Owner/Agent may, but is not required to, include an explanation of the reason(s) for the termination. If an explanation is included this notice is still given without stated cause. Resident does not have a right to cure the reason(s) for the termination and Owner/Agent need not prove the reason(s) for the termination in a court action.
 Reason(s) for termination: _____

OWNER/AGENT _____
 ADDRESS _____
 TELEPHONE _____

LTA 001 01/2017 01/17 LMAN 01/04/08 08/10/02

OR-100

NOTICE ISSUED AFTER FIRST YEAR OF OCCUPANCY
(FIRST YEAR OF OCCUPANCY INCLUDES ALL PERIODS IN WHICH ANY OF THE RESIDENTS HAS RESIDED IN THE UNIT FOR ONE YEAR OR LESS.)

Pursuant to Oregon landlord/tenant law, **THIS IS YOUR 60-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

This notice has been served personally and is effective at least 61 days later at midnight (end of day) on _____ DATE

or

If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 61 days later at midnight (end of day) on _____ DATE

or

This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 64 days later at midnight (end of day) on _____ DATE

OPTIONAL: Owner/Agent may, but is not required to, include an explanation of the reason(s) for the termination. If an explanation is included, this notice is still given without stated cause. Resident does not have a right to cure the reason(s) for the termination and Owner/Agent need not prove the reason(s) for the termination in a court action.

Reason(s) for termination: _____

OWNER/AGENT _____

ADDRESS _____

TELEPHONE _____

FOR SITE RESIDENT MAIN OFFICE (IF REQUIRED)

FORM 100 OF Oregon's 2008 Model Residential Tenancy Laws. 1/17 TO 5/18/17

Temporary Occupancy Agreements

- A Temporary Occupant is not a tenant entitled to occupy the dwelling unit, and does not have the rights of a tenant
- A Temporary Occupancy Agreement may be terminated by the tenant at any time without cause, and the landlord may terminate for cause that is a material violation of the temporary occupancy agreement.

Temporary Occupancy Agreements

- The temporary occupant does not have the right to cure violation landlord cites.
- Landlord has right to screen temporary occupant for past conduct or criminal record.
- Landlord may not screen for credit history or income.


Temporary Occupancy Agreements

- Can require temporary occupant to comply with any applicable rules, can include an end date, and landlord or tenant is not required to give written notice of termination.
- On termination of agreement, temporary occupant must vacate or is treated as squatter.

Temporary Occupancy Agreements

To prevent landlords taking advantage of Temporary Occupancy Agreements:

- Tenant cannot become a temporary occupant in the tenant's own dwelling unit.
- A tenancy may not consist solely of a temporary occupancy.
- Each tenancy must have at least one tenant.



TEMPORARY OCCUPANCY AGREEMENT

DATE _____ PROPERTY NAME / NUMBER _____

RESIDENT NAME(S) _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

TEMPORARY OCCUPANT _____ END DATE OF TEMPORARY OCCUPANCY _____

This agreement allows a guest of a resident to become a temporary occupant of the premises.

The Temporary Occupant listed above is not a resident entitled to occupy the dwelling unit to the exclusion of others, and does not have the rights of a resident. The Temporary Occupant must sign and adhere to the community rules which are attached and incorporated as part of this agreement. Failure to adhere to the community rules is a material violation of this agreement and the Rental Agreement.

This agreement may be terminated by the Resident listed above without cause at any time. Owner/Agent may terminate this agreement for cause that is a material violation of the temporary occupancy agreement and/or ORS 90.325 and 90.340 and/or all provisions of the parties' Rental Agreement except those items relating to rent, fees, security deposits, payment of utilities, renter's insurance, and evictions. The Temporary Occupant does not have the right to cure a violation that causes Owner/Agent to terminate this agreement.

The Temporary Occupant is not entitled to written notice of termination of this agreement by Owner/Agent or Resident. The Temporary Occupant shall promptly vacate the premises if Owner/Agent terminates this agreement for material violation of the terms referenced herein or at the end date of this agreement. Except as provided in ORS 90.449, Owner/Agent may terminate the tenancy of Resident as provided under ORS 90.392 or 90.630 if the Temporary Occupant fails to promptly vacate the dwelling unit or if Resident materially violates this agreement.

If temporary occupant is caregiver

This agreement may only be established or renewed upon written consent of Owner/Agent, Resident and the Temporary Occupant to occupy the dwelling unit after a tenancy has ended.

The Temporary Occupant is on the Premises in the role of a live-in caregiver pursuant to an approved reasonable accommodation request from Resident. The following items apply to live-in caregiver in addition to the terms described above:


1. The live-in caregiver shall reside in the unit only to provide support services to Resident(s) requiring assistance.
2. If Resident(s) requiring assistance no longer resides in the unit for any reason, including moving voluntarily, eviction or death, or no longer requires assistance, the live-in caregiver shall have no rights or privileges to remain on the Premises and must vacate the Premises immediately.
3. If the live-in caregiver voluntarily vacates the Premises and then desires to return to the Premises as a temporary occupant, a new reasonable accommodation request and screening must be submitted and approved prior to the signing of a new temporary occupancy agreement.

All parties have read and agree to the terms of this agreement.

<input checked="" type="checkbox"/> RESIDENT	DATE _____	<input checked="" type="checkbox"/> RESIDENT	DATE _____
<input checked="" type="checkbox"/> RESIDENT	DATE _____	<input checked="" type="checkbox"/> RESIDENT	DATE _____
<input checked="" type="checkbox"/> RESIDENT	DATE _____	<input checked="" type="checkbox"/> RESIDENT	DATE _____
<input checked="" type="checkbox"/> TEMPORARY OCCUPANT	DATE _____	<input checked="" type="checkbox"/> OWNER/AGENT	DATE _____

Abandoned Property- Death of Sole Tenant

- Landlord must mail notice first class to deceased tenant at premises.
- Landlord must mail notice first class or personally deliver notice to any known heir, devisee, personal representative or designated person if actually known to landlord.
- Landlord must mail notice first class to attention of estate administrator of Dept. of State Lands.
- Follow Standard abandoned property timelines.
- Deliver property to heir, devisee, personal representative or designated person who provides “reasonable evidence” of their status- Landlord not liable to any other person



**ABANDONED PROPERTY NOTICE
(DECEASED SOLE RESIDENT)**

USPS _____

DECEASED RESIDENT NAME _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

PROPERTY TAX ID / NUMBER _____

MAIL IF FIRST CLASS MAIL ONLY TO ALL OF THE FOLLOWING:

1. DECEASED RESIDENT AT THE PREMISES
2. ANY HEIR, DEVISEE OR PERSONAL REPRESENTATIVE KNOWN TO OWNER/AGENT
3. ANY PERSON DESIGNATED IN WRITING BY THE DECEASED RESIDENT TO BE CONTACTED IN THE EVENT OF THE RESIDENT'S DEATH AND
4. THE ESTATE ADMINISTRATOR OF THE DEPARTMENT OF STATE LANDS AT 775 BURMAN ST., NE, SALEM, OK 73061-1273.

You are hereby notified that the deceased Resident has left abandoned goods or personal property (hereinafter, "property") at the above-described premises. The property is being held in a place of safekeeping. Owner/Agent shall not be responsible for any loss resulting from storage of property in compliance with the statute unless the loss is caused by Owner/Agent's deliberate or negligent act. The property is generally described as follows:

LOCATION OF PROPERTY

You are hereby notified that you must contact Owner/Agent and arrange for the removal of the property from the location identified above by no later than midnight (end of day) on _____ (not less than eight days after mailing as provided above) or the property will be sold or otherwise disposed of. If you give actual notice to Owner/Agent prior to the expiration date set forth above of your intention to remove the property, the date for disposal or sale will be extended 15 additional days from the date of your notice. If the property is not removed, Owner/Agent may sell the property at a public or private sale, or Owner/Agent may destroy or otherwise dispose of the property if Owner/Agent reasonably determines that the value of the property is so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale, or Owner/Agent may sell certain items and destroy or otherwise dispose of the remaining property. Any person desiring to remove the property must provide Owner/Agent with reasonable evidence that the person is an heir, devisee, personal representative or designated person of the deceased Resident.

Owner/Agent will make the property available for removal by appointment at reasonable times.

If this box is checked, Owner/Agent has reasonably determined that the value of the property is less than \$500 or so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale. Therefore, Owner/Agent intends to dispose of the property if you do not claim it.

Owner/Agent is entitled to the cost of storage and any costs of removal of the property to the place of storage. Owner/Agent may require payment of removal and storage charges prior to releasing the property unless deceased Resident was removed by the sheriff after an eviction. In such event Owner/Agent will make the property available for removal without any prior payment of costs, charges or other suits.

OWNER/AGENT _____

ADDRESS _____

TELEPHONE _____

Carbon Monoxide Alarms

- Effective 7/1/2010 requires installation of CO Alarm in any dwelling with a CO Source
 - Applies only to new tenancies entered into on or after 7/1/2010

Carbon Monoxide Alarms

- CO Source:
 - A heater, fireplace, or cooking source that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a by-product of combustion
 - or unit has an attached garage that communicates directly with the living unit.
- CO Source in unit or in structure that contains the unit

Restrictions on Tow Companies

- Tower must take a picture of vehicle in violation
- Only tow without first contacting owner/agent if:
 - Blocks or prevents access by emergency vehicles
 - Blocks or prevents entry to the premises
 - Blocks a parked vehicle
 - Violates a prominently posted parking prohibition
 - Parks in tenant only parking if
 - More units than parking spaces
 - Landlord has issued parking tags and
 - Signs posted in each space or at each entrance

Restrictions on Tow Companies

- Tower may park within 1,000 feet of the complex for purposes of monitoring only if notice of the hours during which monitoring occurs are posted on signs in each stall or at each entrance

Restrictions on Tow Companies

- If vehicle owner is present must:
 - Release the vehicle without charge if hookup is not complete
 - Release with charge equal to cost of hookup, if hookup is complete- cost of hookup must be in written statement

Changes to Tow Rules for Landlord

- If issuing parking tags, must provide either:
 - Tag for primary vehicle and one that can be used on another vehicle the tenant will park in lieu of primary vehicle; or
 - Tag that can be switched from primary to secondary vehicle.
- Each guest parking space must be marked (clearly readable by operator of vehicle) with any rules, restrictions or limitations

Changes to Tow Rules for Landlord

- If towing vehicle from a space reserved to a specific tenant, then the tenant must agree to the tow at the time of the tow

Assistance Animals

- Statute simply codifies existing rule from Fair Housing:
 - Can't discriminate against applicant/tenant with an assistance animal
 - Can't require payment of any security deposit or fee for an assistance animal

Foreclosure Sales- Tenant Protections- Federal Law

- Bona fide lease
- 90 day notice on month-to-month (given after foreclosure sale)
- Lease- tenants get to stay through term unless purchaser is going to occupy house as primary residence- then 90 day notice
- Section 8- Immediate buyer at sale takes subject to Section 8 contract and lease unless purchaser is going to occupy house as primary residence- then 90 day notice

Foreclosure Sales- Tenant Protections- State

- 60 day notice after sale to terminate fixed term tenancy
 - Tenant gives copy of lease to trustee at least 30 days prior to sale
- 30 day notice to terminate month-to-month- notice given after sale
 - Tenant gives copy of rental agreement to trustee at least 30 days prior to sale
- If tenancy created after notice of sale, may not be in good faith and no notice requirement
- Tenant may apply security deposit or prepaid rent to next rental payment upon receipt of notice of sale