

ORDINANCE NO. _____

AN ORDINANCE AMENDING ASHLAND MUNICIPAL
CODE CHAPTER 10.110 FAIR HOUSING

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are **bold lined through** and additions are **bold underlined**.

WHEREAS, Article 2, Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d 730, 734 (1975); and

WHEREAS, the City of Ashland contracted with the Fair Housing Council of Oregon to complete and Analysis of Impediments to Fair Housing Choice which recommended that the City undertake an update of the Fair Housing Ordinance, and

WHEREAS, the City of Ashland Housing Commission considered the above-referenced recommendation and finalized the recommended amendments to the Ashland Municipal Code at a duly advertised public hearing on August 22, 2012 and following deliberations recommended approval of the amendments to the City Council on October 16, 2012.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. AMC Chapter 10.110 Fair Housing is hereby amended to read as follows:

SECTION 10.110.010 Declaration of Policy.

It is hereby declared to be the policy of Ashland, Oregon, in the exercise of its **policy** police power for the public safety, public health, and general welfare to assure equal opportunity to all persons to live in decent housing facilities ~~regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, source of income, disability, or familial status,~~ and, to that end, to prohibit discrimination in housing by any persons. (Ord. 2746, 1994)

SECTION 10.110.020 Definitions.

When used herein:

- A. "Real property" includes buildings, structures, lands, tenements, leaseholds, cooperatives and condominiums.
- B. "Discrimination" or "discriminatory housing practice" means any difference in treatment based upon race, color, religion, **age**, sex, sexual orientation, national origin, **source of income**, disability, familial status, or **domestic partnership status**; or any act that is unlawful under this ordinance. (Ord. 2713, 1993)
- C. "Person" includes individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups or combinations.
- D. "Owner" includes a lessee, sublessee, co-tenant, assignee managing agent or other person having the right of ownership or possession, or the right to sell, rent or lease any housing accommodation.
- E. "Financial Institution" includes any person, as defined herein, engaged in the business of lending money or guaranteeing losses.
- F. "Housing accommodation" or "Dwelling" means any building, mobile home or trailer, structure, or portion thereof which is occupied as, or designed, or intended for occupancy, as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, mobile home or trailer, structure, or portion thereof or any real property, as defined herein, used or intended to be used for any of the purposes set forth in this subsection.
- G. "Open market" means the market **comprised of members of the general public who become** informed of the availability for sale, purchase, rental or lease **to members of the general public** of any housing accommodation, whether informed through a real estate broker or by advertising by publication, signs or by any other advertising methods directed to the public or any portion thereof.
- H. "Older Person" A person of age fifty-five (55) or older.
- I. "Familial" means a relationship between one or more individuals who have not attained 18 years of age and an adult with whom the individual(s) is (are) domiciled and who is (1) a parent or person having legal custody of the individual(s), or (2) an adult to whom such parent or person having such custody has given written permission to provide housing for the individual(s). "Familial" also **includes the characteristic** of being **an** individual, regardless of age or domicile, who is pregnant or is in the process of securing legal custody of an individual who has not attained 18 years of age.
- J. "Disability" means a physical or mental impairment which substantially limits one or more major life activities. "Disability" includes having a record of such an impairment or being regarded as having such an impairment
- K. "Sexual orientation" means attraction to or selection of a sexual partner according to gender. "Sexual orientation" includes having a history of that attraction or selection, or being identified with that attraction or selection. "Sexual orientation" is limited to heterosexuality, homosexuality, and bisexuality.
- L. "Source of Income" means **the type of** financial resources a person uses to support himself or herself and his or her dependents, including but not limited to money and property from any occupation, profession or activity, from any contract, settlement or agreement, from federal or state payments, **grants, scholarships, loans, Federal Student**

Aid, Social Security benefits, Section 8 housing choice voucher assistance, court ordered payments, gifts, bequests, annuities, life insurance policies, **pensions, retirement savings**, and compensation for illness or injury. ~~but excluding any money or property~~
Source of income does not include income derived from a specific occupation or income derived in a manner made illegal or criminal by any statute or ordinance.

M. "Gender Identity" means a person's actual or perceived sex, including a person's, appearance, expression or behavior, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth.

N. "Fair Housing Officer" means the City Attorney or designee who will serve as the designated Fair Housing Officer.

O. "National Origin" means a person's country of birth or ancestry.

P. "Age" means having the characteristic of being 18 years of age or older; except that for purposes of section 10.110.040 B (1), "age" also means the characteristic of having received a decree of emancipation from the State of Oregon pursuant to ORS 419B.552.

Q. "Domestic partnership" means a relationship between two persons who meet the following requirements: live as a family in a relationship of mutual support, caring and commitment, and intend to remain in such a relationship; neither is married or the domestic partner of any other person; are each 18 years of age or older; are not related by blood kinship closer than would bar marriage in the state of Oregon; and are mentally competent to consent to contract. Domestic partnership shall also be demonstrated by having registered, certified or affirmed the relationship with any appropriate, legally established registry with substantially similar criteria within any jurisdiction in the United States.

SECTION 10.110.030 Unlawful Practices.

In connection with any of the transactions set forth in this section which affect any housing accommodation in the open market, or in connection with any public sale, rental or lease of any housing accommodation, it shall be unlawful within the City of Ashland for a person, owner, financial institution, real estate broker or real estate salesman, or any representative of the above, to:

- A. Refuse to sell, rent or lease, or deny to or withhold any housing accommodation from a person because of race, color, religion, **age**, sex, sexual orientation, gender identity, national origin, source of income, , disability, familial status **or domestic partnership status**; or
- B. Discriminate against a person in the terms, conditions or privileges of the sale, rental or lease of any housing accommodation, or in the furnishing of facilities of services in connection therewith; or
- C. Represent to a person that any housing accommodation is not available for inspection, sale, rental or lease when in fact it is so available, or to refuse to permit a person to inspect any housing accommodation on the open market because of race, color, religion, **age**, or national origin, disability, sex, sexual orientation, gender identity, source of income, familial status **or domestic partnership status**; or
- D. ~~Make, publish, print, circulate, post or mail, or cause to be made, published, printed, circulated, posted or mailed, any notice, statement or advertisement, or announce a policy, or sign or use a form of application for the sale, rental, lease or financing of any housing accommodation, or make a record of inquiry in connection with the prospective~~

~~sale, rental, lease or financing of any housing accommodation, which indicates any discrimination or any intent to make a discrimination.~~

- E. Retaliate or discriminate in any manner against a person because that person has opposed a practice declared unlawful by this article, or because that person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding, hearing or conference under this ordinance; or
- F. Inquire into the sexual orientation of a purchaser, renter, or lessee, or prospective purchaser, renter or lessee. (Ord. 2746, 1994)
- G. **Refuse** to permit, at the expense of the a person with disabilities, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

SECTION 10.110.040 Exemptions.

- A. This ordinance shall not apply to:
 - 1. A religious organization, association, or society or any nonprofit institution or organization operating, supervised, or controlled by or in conjunction with a religious organization, association, or society, which limits the sale, rental, or occupancy, of dwellings which it owns or operates for other than commercial purposes to persons of the same religion, or which gives preference to such persons, unless membership in such a religion is restricted on account of race, color, **age**, sex, sexual orientation, **gender identity**, national origin, disability, familial status, **or domestic partner status**.
 - 2. A private club not open to the public, which incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, and which limits the rental or occupancy of such lodgings to its members or gives preference to its members.
 - 3. The leasing or renting of a room or rooms within an individual living unit which is occupied by the lessor as his or her primary residence.
- B. The requirements of this ordinance on prohibition of discrimination on the basis of familial status shall not apply to:
 - 1. Dwellings provided under any State or Federal program specifically designed to assist older persons, or to dwellings in bona fide retirement communities designed and operated for older persons or dwellings otherwise intended and operated exclusively for older persons, equipped with facilities specifically designed for the physical and social needs of such persons.
 - 2. Applicability of reasonable local, State, or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling unit.
 - 3. Any housing provided, owned or operated by the State or Federal Government.
 - 4. ~~Any housing unit of less than four hundred (400) square feet gross floor area.~~
- C. The prohibitions in section 10.110.020 against discrimination on the basis of sexual orientation and gender identity do not apply to:
 - 1. The leasing or renting of a room or rooms within an individual living unit which is occupied by the lessor as his or her residence.

2. The leasing or renting of a room or rooms within individual units where one of the units is owner occupied;
 3. Space within a church, temple, synagogue, religious school, or other facility used primarily for religious purposes.
- D. The prohibitions in section 10.011.020 against discriminating on the basis of source of income do not prohibit:
1. Inquiry into and verification of a source or amount of income;
 2. Inquiry into, evaluation of, and decisions based on the amount, stability, security or creditworthiness of any source of income;
 3. Screening prospective purchasers and tenants on bases not specifically prohibited by this chapter or state or federal law;
 - ~~4. Refusal to contract with a governmental agency under 42 U.S.C. 1437f(a) "Section 8".~~
- E. The prohibitions in section 10.011.020 against discriminating on the basis of gender identity do not prohibit:
1. Health or athletic clubs or other entities that operate gender-specific facilities involving public nudity such as showers and locker rooms, from requiring an individual to document their gender or transitional status. Such documentation can include but is not limited to a court order, letter from a physician, birth certificate, passport, or driver's license.

SECTION 10.110.050 Procedures.

Any person aggrieved by an unlawful practice prohibited by this ordinance may file a complaint with the Fair Housing Officer no more than one year after the alleged unlawful practice occurred. The Fair Housing Officer or a duly authorized representative shall investigate each complaint and attempt to resolve each complaint. Failure to achieve a resolution acceptable to both parties and compliance with this ordinance shall cause the Fair Housing Officer to forward the complaint and findings to appropriate state and federal officials.

SECTION 10.110.060 Enforcement and Administration.

- A. The provisions of this section are in addition to state and federal law, nothing in this section precludes complainants from pursuing other remedies available under any appropriate government agency or under the statutes and procedures established in ORS Chapter 659A.
- B. Any person claiming to be aggrieved by an unlawful discriminatory act under the provisions of this code shall have a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate. Election of remedies and other procedural issues relating to the interplay between administrative proceedings and private rights of action shall be handled as provided for in ORS 659A.870, 659A. 885 and 659A. 890. The court may grant such relief as it deems appropriate, including but not limited to such relief as is provided in ORS 659A.885.

SECTION 10.110.070 Penalties.

Any person violating or causing the violation of any provision of this ordinance has committed an infraction, and, upon conviction thereof, is punishable as prescribed in Section 1.08.020 of the Ashland Municipal Code. Such person is guilty of a separate violation for each and every day the violation continues.

SECTION 10.110.080 Severability of invalid provisions.

In case any one or more of the sections, subsections, clauses, or provisions of this ordinance, or the application of such sections, subsections, clauses or provisions to any situations, circumstances, or person, shall for any reason be held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect any other sections or provisions of this ordinance or the application of such sections, subsections, clauses or provisions to any other situation, circumstance or person, and it is intended that this ordinance shall be constructed and applied as if such had not been included in this ordinance. (Ord. 2527, 1989; Ord. 2713, 1993)

SECTION 2. Codification. Provisions of this Ordinance shall be incorporated in the City Code, and the word “ordinance” may be changed to “code”, “article”, “section”, or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however, that any Whereas clauses and boilerplate provisions (*i.e.*, Sections 2) need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the ____ day of _____, 2016, and duly PASSED and ADOPTED this ____ day of _____, 2016.

Barbara M. Christensen, City Recorder

SIGNED and APPROVED this ____ day of _____, 2012.

John Stromberg, Mayor

Reviewed as to form:

David H. Lohman, City Attorney

Renter Rights and Responsibilities

What you need to know as a student tenant

Hello everyone! My name is _____ and I'm the _____ (position). Today we'll be talking a bit about what you need to know when looking for an off-campus rental unit, including: state tenant law, renter's rights and responsibilities here in Oregon, the current laws in place regarding protected classes of renters, and how these laws affect us as students in our community.

Looking for housing?

- Protected classes
 - Federal, state, local
- Rental criteria
- Reasonable rules

Many cities in Oregon are currently going through housing crises, meaning that there simply is not enough housing available that is affordable enough for many people and families to be able to access. Certain communities are more affected by this than others, and this means that landlords need to be careful when screening prospective tenants. When you or anyone is looking for a place to rent, you need to be aware of how the federal, state, and local law applies to property owners as well as yourself.

-Landlords or property companies looking through applications need to take into account the currently protected classes of tenants. You may be protected by federal, state or local laws that shelter certain categories of people from being discriminated against when it comes to renting, buying or financing a home. Federal law protects you from being discriminated against for your race, color, national origin, religion, sex, family status and physical or mental disability. Oregon law also forbids these kinds of discrimination. In addition, Oregon law forbids discrimination based on your marital status, sexual orientation, the source of your income, the fact that you are a victim of domestic violence, sexual assault or stalking, or the fact that you have won an eviction case brought by a former landlord. State law also makes clear that housing discrimination is unlawful whether it is deliberate and intentional or has the effect – intentional or not – of having a greater or ‘disparate’ impact on people who are in a protected group. In most cases, neither federal nor state housing law protects people from discrimination based on age if the person being discriminated against is 18 years or older.

-Housing providers are allowed to set rental criteria and make reasonable rules for their tenants. However, they are not allowed to apply criteria or rules that would be unfair to a person who is a member of one of the categories described earlier.

Therefore, it is illegal to do any of the following to a protected group member:

- refuse to provide the opportunity to rent or buy;
- refuse to negotiate a rental or purchase;
- lie about the availability of housing;
- treat an individual differently concerning the terms, conditions or privileges of sale or rental in providing services;
- make statements or advertise about intending to exclude certain protected categories of people;
- evict or attempt to evict, or harass, intimidate or threaten the individual, a guest, or a member of that person's household.

It should also be noted that:

- As of Jan. 1, 2014, it is illegal to refuse to rent to a tenant because of a previous arrest, certain kinds of criminal convictions, or an eviction that happened more than five years earlier.
- As of July 1, 2014, it is unlawful to refuse to rent to prospective tenants for the reason that they have a Section 8 voucher or another form of housing assistance.

-Reasonable rules established by the property owner should be laid out before a formal relationship is established. For example:

A housing provider may establish reasonable occupancy limits. Landlords may set reasonable rules about the behavior of tenants, but those rules cannot single out children for restrictions that do not apply also to adults. Reasonable rules about behavior and guests should also be communicated clearly (i.e. rules about having gatherings and how long a guest can stay without being on the lease.)

Finding a Place to Live

- **Credit Checks**
 - What's on it?
- **Tenant Screening Services**
 - Before paying an app/screening fee
- **Application Fees**
 - Screening disclosure
- **Reservation Deposit**
 - Written terms

As you go about the process of looking for a unit to rent you need to be aware of what you should expect the property to request of and from you.

-The first of these is a credit check. Landlords use these to determine whether or not you'll be a dependable tenant by checking to see if you have paid your bills on time in the past. This information comes directly from credit reporting agencies who gather information on your file from the last ten years. This credit report includes personal information about you, your past residences, former employers, your job and income, information about your spouse, dates on which you open credit accounts, your requests for loans, how often you pay loan payments in full and on time, any limits on your credit accounts, and any bankruptcies, lawsuits or repossessions you've gone through.

- You of course have access to this information as well, after all, it is yours! You're entitled to request a copy of your credit report once every year from each agency without it affecting your score. We will provide the resource that has this contact for you at the end of the presentation.
- If you know that there is something on your credit report that could potentially negatively affect your chances of being able to rent a unit, you can submit a letter of personal explanation at the time of application, and you can dispute any items you think shouldn't be there with the entity that has put it on your file.

-Tenant screening services are similar to credit checks, but go beyond that score. They also have access to court databases to look at any evictions, divorces, or other small claims court activity you've gone through. A landlord then uses this information to determine whether or not they'll accept a tenant.

- This will of course cost a fee (from you.) Your landlord must provide prospective tenants with a list of their screening criteria before the fee is charged, that way the person applying will know if their attempt to apply is even worth while. If this list is not provided, ask for one to make sure you'll pass the criteria. Be honest with the property owner up front, and if you have anything adverse listed that you think goes against a criterion the landlord lays out, ask if you can provide a personal explanation, and the owner may still let you live there.
- Note that it is legal for a landlord to reject a tenant if they have been evicted within the past five years. Anything beyond that does not reflect on them.

-Processing these checks costs fees so a landlord will charge an application fee. They cannot charge you a fee, though, unless they give written notice of their admission criteria, your right to dispute any information found from those checks, the process that the landlord follows for screening, whether they use credit reports, public records, a tenant screening company, or what employers or former landlords they contact for reference, and this written notice must also include a breakdown of the cost of the process.

-Once you've gone through the process, if you've met the tenant criteria, you could be asked to pay a reservation deposit. This is exactly what it sounds like, you pay a small fee to the landlord so they can be sure you will actually want to rent the unit, and they will prepare the unit for rental. This deposit should either be refunded when you sign the rental agreement, either by applying it to the security deposit or first month's rent, or by giving you a cash or check refund. This should be laid out in the signed agreement. If you end up not signing the agreement, the landlord may retain the deposit. If the landlord does not sign the rental agreement for one reason or another, they have four days to refund the reservation deposit to you by making it available at their office/place of business or by mailing it to you first-class. If they fail to do this within 31 days, you are entitled to double the money you had pre-paid to the property owner.

“Landlord-Tenant Relationship”

- Your rights
 - Privacy
 - Habitable home
- Your responsibilities
 - Property use
 - Payment
 - Behavior

- Landlord rights
 - Receive rent
 - Eviction
 - Reasonably undamaged
- Landlord responsibilities
 - Respect tenant rights
 - Observing federal, state and local laws
 - Manager contact info
 - Refunding deposits
 - Nondiscrimination

So you’ve found a place you’d like to live in, and the landlord agrees to let you do so, good for you! That means that you’ll be signing a lease, rental agreement or contract with them. Whether that contract is renewable on a yearly or monthly basis, you need to be aware of not only your rights and responsibilities as a tenant, but also the rights and responsibilities of the landlord who you’ll be renting from.

-Like I said, you have rights as a tenant!

- First of all, you have the right of exclusive possession, which means that even though the landlord owns the property, you generally have the right to your privacy. No one may invade your “home” without legal authority. As such, your landlord must give you at least 24 hours notice before entering the property unless there is an emergency, unless you have requested repairs or maintenance (without designating certain dates and times), or unless the contract permits the landlord to enter the grounds (but not the dwelling unit) for yard maintenance. Your landlord may enter the property after advance notice in order to make inspections, make necessary repairs, supply necessary services, or to show the property to prospective buyers or work people. If reasonable, you may deny your landlord permission to enter; however, you must act reasonably. Just as the landlord cannot abuse the right of access to harass you or enter at unreasonable times, you cannot withhold your permission to enter to hinder or interfere with the landlord’s exercise of his or her rights and responsibilities.

- Second, you have the right to a “habitable” home. This means that the property must be safe and sanitary. The space must be free of pests when you move in, and there must be proper wiring, plumbing, heating and weatherproofing. The landlord must maintain these conditions throughout your rental period. Beyond very specific conditions, the landlord may not charge you for utilities for other apartments or rental units. If repairs are needed for safety or sanitation, your landlord must make such repairs without charging you for them. If you have caused the problem, the landlord still is obliged to make the repair if you don’t do it, but you are responsible for the reasonable cost. You are also responsible for the cost of replacing batteries in smoke alarms in the rental unit as needed and for checking the alarms every six months to ensure they work.
 - If a landlord refuses to provide certain kinds of services, and if you did not cause the problem, you may correct the problem if you first give written notice to the landlord. In the written notice, be sure to define the problem and give the landlord a reasonable amount of time to make the repairs. In some circumstances, you may then deduct the cost of the repairs from your rent, after submitting the receipts to the landlord. The law limits the time you have to wait, the kinds of problems you are allowed to fix, and the amount of money you are allowed to spend. Before taking any kind of action concerning repairs, you also should check with a lawyer or your local legal aid office.
- Tenants also have responsibilities within the landlord-tenant relationship.
 - You and the occupants of the rental unit are to use the property only as a home. You must pay your rent on time, and you must keep the property reasonably clean and undamaged. You may not tamper with the smoke alarms, but you must replace the batteries if they die during your tenancy. You have an obligation to behave in a manner that will not disturb your neighbors. At the end of the rental arrangement, you must return the property to your landlord in the same condition in which you received it except for reasonable wear and tear.
- The people who actually own the units that renters live in also have their set of rights and responsibilities.
 - Landlords have the right to receive rent for the use of your property. If your rent is more than 7 days overdue, your landlord may give you written notice telling you to either pay the rent within 72 hours or leave. In the alternative, the landlord can give you a 144-hour notice when the rent is 5 days overdue. Your landlord may charge certain fees for late rate rent.
 - With month-to-month rental agreements, either you or your landlord can end the agreement with a 30-day written notice. In the city of Portland, however, tenants are entitled to a 90-day notice for no-cause evictions. The landlord does not have to tell you the reason for the 30-day — or in Portland, 90-day — notice, but the reason must be a lawful one. For instance, the landlord can’t issue a no-cause

eviction notice to retaliate against you for complaining in good faith about conditions to the landlord or a public agency or for joining or organizing a tenant organization. If your tenancy began more than one year ago outside of Portland city limits, your landlord must give you a 60-day notice. If you have a rental agreement for a specific time period, you may not be evicted before the end of that term without a good reason.

- If you have caused serious harm to your landlord or to his or her property or to other people on the rental property, or you have committed outrageous acts there, your landlord has to give you a 24-hour written notice to leave. This notice must tell you why you are being evicted. As in all cases, the landlord cannot evict you for illegal and/or discriminatory reasons. If the landlord has properly served you with a notice and you do not comply with it, the landlord can seek a court order to have you evicted. You have the right to appear at the court hearing to challenge the landlord's request for an eviction order. Until the landlord has obtained a court order to evict you, he or she may not try to force you to leave by removing your belongings, locking you out of the unit, or shutting off your utilities. However, if you don't defend yourself successfully in the legal proceedings to evict you, the landlord may ultimately have the sheriff remove you from the unit, and you may be required to pay the landlord's court costs and legal fees.
- They also have the right to have your property returned to them undamaged at the end of the rental agreement. It should be returned in the same condition it was received, except for normal wear and tear. If you pay a deposit when you rent a house or apartment, the landlord must account for the deposit within 31 days after the termination of the tenancy and the return of possession to the landlord. The landlord may keep only the part of the deposit that is needed to pay for any damage directly caused by you, absent normal wear and tear, unless your rental agreement says something different.
- Some of these rights and responsibilities cannot be bargained away or even changed by a written agreement. If you or the landlord wants to change your rental agreement, you should both agree to the changes in writing.

Ashland's Fair Housing Ordinance

• Currently Protected Classes:

- Race
- Color
- Religion
- Sex
- Sexual Orientation
- Gender Identity*
- National Origin
- Source of Income* Familial Status
- Disability?

• What do we want to add?

- Ethnicity
- Ancestry
- Age
- Occupation
- Domestic Partnership Status

-So, let's bring this back around to our own community. Like I said earlier, protected classes vary not only on the Federal and State levels, but locally as well. Ashland's current Fair Housing Ordinance protects these classes. The only class not already protected on the state level that is protected here is Gender Identity. In ordinance this is described as: "a person's actual or perceived sex, including a person's appearance, expression or behavior, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth."

I've put a question mark after disability because there is a definition of that the class is in the current ordinance, but in the actual declaration of policy the class isn't actually listed. This class is unquestionably protected on both the state and federal level, however.

-This brings us to why we're here: We think this ordinance needs an update. Students are being barred from applying for housing. Students of all ages, groups, and classes are being told that there is no way that they can live in many of the (very few) available rental units simply because we are pursuing higher education. In the past we have attempted to pressure the City Council to insert language that protects students as a class, but they didn't go for it. Instead, we are now working with them on protecting "occupation" and specifying that student status is a legitimate, protected occupation.

On the right are the classes that we are submitting to the Ashland Housing and

Human Services Commission to add to the ordinance. We are presenting this tomorrow, and while it is ambitious, we believe that all of these should be put through in order to best protect not only students, but also marginalized communities within the area. Based on past conversations, I personally expect all except for "age" to be passed through.

Discrimination

- Against members of a protected class
- When searching for a unit
- What to do?

-Fair Housing Laws are in place to protect you from discrimination by landlords, managers, agents, owners, and neighbors. If you believe that you have been denied housing because of factor that identifies you with a protected group of local, state, or federal classification, you have legal protections.

-When you're looking for a place to live, there are a number of things a discriminatory landlord, manager, or property company can say or do to try and push you out that are discriminatory and illegal. These include:

- Saying that there is no vacancy when there is one
- Requiring a credit check or charging a higher rent or deposit only to members of a protected class
- Trying to discourage a member of a protected class in any way from applying (like saying "there are no other people of color here" or "you may be more comfortable somewhere else")
- Other distinctions made in the terms or conditions of the rental.

-If you feel you've been the victim of discrimination when looking for housing, there are several ways to seek help.

- The Fair Housing Council of Oregon can "test" a property owner's policies or practices to determine whether or not they are discriminatory. They can be contacted through the Civil Rights Division of the Oregon Bureau of Labor and Industries (and we will provide that contact information later

on.)

- You can also seek legal assistance (like from a lawyer) and file your complaints in a federal or state court. Even if you don't have proof, file your complaint (especially if you think you've been discriminated against in the application process.) By acting quickly this may prevent the landlord from renting the unit until your case is resolved.

Before Signing

- Know your contract
 - Length of time
 - Oral vs. written
 - What can be included
 - What cannot be
- Disclosures
- Inventory/Condition
- Security deposits, fees, and advance rent

Month-to-Month	Lease (6-12 mo.)
30-day notice	End of the term
Owner 30-day "no cause"	End of the lease
Tenant 30-day "no cause"	End of the lease
Changes that don't "substantially alter" the agreement w/in 30 days	No changes, unless both agree in writing

-If you are indeed lucky enough to find a unit that you're able to rent, don't get too jumpy about entering that formal landlord-tenant relationship. I encourage you to take your time before signing, especially if the landlord is really urging you to do so quickly. The first thing you ought to know before signing your name is how long you're agreeing to be a part of the contract for.

-A rental agreement may be a week-to-week tenancy, month to-month tenancy, or fixed term tenancy (otherwise known as a lease). Leases have a fixed starting and ending date. They typically run a year, a school year, a half-year, etc., and usually end without notice when that time is up. If a tenant stays in the property after the end of a term lease without signing a new agreement, the tenancy continues as a month to month agreement with all the other terms of the old lease. Landlords may reserve the right to raise rent during the course of a lease. Like I said, read the rental agreement *carefully*.

-The chart on the right gives a more in depth description of the differences between a month to month agreement and a lease.

1. With a month-to-month contract, rent can be raised with a 30-day notice, whereas on a fixed term lease the rent can't until the end of the term, unless both parties agree in writing.
2. With "notices to move" on month-to-month agreements, the landlord can give a 30-day "no cause" notice to move, but on a lease this notice cannot be given until the lease is up.
3. Reciprocally, tenants can give their 30-day "no cause" notice to their

landlord saying they plan on vacating the unit in a month-to-month agreement, but they must wait until the end of the term when it comes to a lease.

4. Lastly, when it comes to making changes to the contract, on a month-to-month agreement, any changes that don't substantially alter the agreement made within 30-day notice; and any changes that do substantially alter the agreement cannot be made unless both parties agree in writing. On a lease, no changes can be made unless both parties agree in writing.

-Rental agreements can be oral or written. However, written agreements have the advantage of providing evidence concerning who is responsible for what. Oral agreements may lead to serious misunderstandings in the future if both parties must rely on memory to resolve a dispute. Most written agreements are on one of several standardized forms. (e agreements may contain conditions not mentioned in the Act but that are legal when signed by the tenant (house rules, etc.), provided the rule is not prohibited by the Oregon Residential Landlord-Tenant Act or other laws. It is really important to keep a copy of everything to do with you tenancy in a file, and hold on to it, even after you move out.

-The Landlord Tenant Act lays out what must be disclosed to the tenant, whether the agreement is written or oral. If a written agreement is signed, a copy shall be given to the tenant as well as any changes, additions or amendments. Even if you have no rental agreement at all, the law sets out a few basic terms.

- "Good Faith" meaning honesty in the conduct of transactions.
- Landlords are free to set reasonable occupancy limits. This can be determined by the size of bedrooms, overall size of the dwelling, and any discriminatory impact on members of a protected class, but a minimum of two people per bedroom must be allowed.
- Landlords may adopt rules concerning a tenant's use of the property. These rules are only enforceable if they aim to promote safety on the property, are clear enough for the tenant to understand, the tenant has been notified of the rule, and the rule is equally applied to all other tenants.
- Drug and Alcohol Free Housing is also allowed, as long as the landlord is a non-profit corporation of housing authority and actively works to support tenants who are recovering drug or alcohol addicts actively participating in rehabilitation and counseling programs.

-The Oregon Residential Landlord Tenant Act prohibits anything which waives the rights given to the tenant by the Act. For example, a landlord cannot rent a unit "as is" to evade their legal obligations. The Act also provides remedies

for other “unconscionable” or grossly unfair provisions. Some examples of these are: Lockout terms, Landlord’s lien, Confession of judgement, exculpation or limitation of liability, agreement to pay attorney fees if a dispute ends up in court, and any and all terms that waive any of the tenant’s rights under the Act.

-The following items must be disclosed to both applicants and tenants before entering into a rental agreement: Ownership (those people who are authorized to manage the premises and the address to send mail to relating to the tenancy) and must be kept current, any legal proceedings like foreclosure against the landlord, if there is any lead based paint in the unit, whether or not the unit has been used to manufacture illegal drugs (aka Meth Labs), and any utilities the tenant will be paying that benefit other tenants or the landlord.

-Much time is spent in court disputing the condition of a unit and the deductions from security deposits. Performing an inspection gives both parties exact knowledge of the condition of the unit, and helps to prevent future misunderstandings which could lead to the landlord withholding the deposit. The landlord is not required to inspect the unit when you move in or out. However, do an inspection with the landlord if possible, and note in writing all damage, disrepair, and dirt. If the landlord is unavailable, ask a friend to help. If the landlord promises to make any alterations, repairs, or other work, it should be detailed in the written agreement and initialed by both parties. If you discover any problem after moving in, put in writing and send a copy to the landlord to amend the move-in documentation.

-You should receive a written explanation of the landlord’s conditions for refunding or keeping the deposit if a rental agreement is not signed. Always ask for a receipt when you pay a deposit or fee. Deposits may be called a damage deposit, a security deposit, or a cleaning deposit. It is the tenant’s money which the landlord holds to cover costs if the tenant breaks some part of the rental agreement (e.g., doesn’t pay rent, causes damage, or is negligent in keeping the place clean). A deposit is, by definition, refundable if the tenant meets clearly specified conditions. The landlord must return the deposit in whole or in part depending on the tenant’s compliance with the rental agreement. The landlord can charge the tenant a fee for a reasonably anticipated landlord expense, or as a penalty for breaking the terms of the rental agreement. Fees are different from deposits, and a landlord may not be required to return, or account for, a fee. Some examples of fees are: application, screening, cleaning, pet privileges, parking, and storage, lease cancellation, late rent, bounced checks, etc. If a fee is for a service, a tenant may be able to save some money by persuading the landlord to let him/her perform the service. If the landlord agrees, it should be in writing. Rental agreements may call for either “a month in advance,” or “first and last month in advance,” or a “deposit on the last month’s rent.”

OSPIRG Renter's Handbook

<http://tiny.cc/OSPIRG>

Oregon Residential Landlord-Tenant Act

<http://tiny.cc/ORLTA>

Thank you!