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## Events

### Taxes, Taxes & More Taxes

Presented By: Michael Gordon

Tues, March 22<sup>nd</sup> 5:30-6:30pm  
@ CB Fire Dept, 450 Elrod Ave.

- Admission \$15
- Limited seating
- Registration required

### The Dark Side of Property Management (Webinar)

Presented By: Christian Bryant

Thurs, March 24th 4-7pm

- Members: \$20
- w/ 2 CE Credits: \$50

\* [www.roa-swo.com/events](http://www.roa-swo.com/events)

## Expiration of (Some) Pandemic Restrictions Ahead!

By Tia Politi | February 2022  
[www.oregonrentalhousing.com](http://www.oregonrentalhousing.com)



Photo by [Towfiq barbuiva](https://www.unsplash.com/photo-1518709278831-181e72581842) on [Unsplash](https://www.unsplash.com/)

### Non-Tenant Guests

**February 28, 2022**, marked the end of some of our pandemic-related restrictions. Remember under the mandates of SB 282, housing providers were required to allow a “non-tenant guest” to reside in the dwelling unit as a temporary occupant (TO) if they passed screening (except for income and credit) and signed a temporary occupant agreement. By statute, the agreement could not end prior to **February 28, 2022**. So, if you are in this situation and have an agreement that is expiring, you have some decisions to make.

If the agreement has no end date, then you may only terminate the TO for a material violation of the rental agreement and the TO has no right to cure. If the agreement had an end date, then you may either terminate the TO’s occupancy rights as of the end date of the agreement, or you may extend it, or perhaps even offer an opportunity for the TO to pass the remainder of your screening criteria and be added to the rental agreement if you wish.

*continued on page 8*

Make a Contribution TODAY!

**Oregon Rental Housing**  
KEY PAC



# RENTAL OWNERS ASSOCIATION OF SOUTHWESTERN OREGON

## 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.



Our Association is currently comprised of over 200 landlords!

## Advertise Your Business in the ROA Newsletter!

The monthly newsletter reaches over 200 landlords who need your products/services to manage their rentals.

- Landscaping
- Contractors
- Electrical
- Security
- Flooring
- Pest Control
- Plumbing
- Insurance
- Painting
- Legal Aid
- Maintenance
- Carpet Cleaning
- Housekeeping
- Appliance Repair
- and much more...

### Contact us at:

2707 Broadway Ave.  
North Bend, OR 97459

info@roa-swo.com  
(541) 756-0347

Book your spot today! Space is limited.

## Half Page Ad

7.5" W x 4.5" H = \$60  
Outside Back Cover = \$100

## Business Card Ad

3.5" W x 2" H = \$20

## Quarter Page Ad

3.5" W x 4.5" H = \$35

## Full Page Ad

7.5" W x 10" H = \$100  
(example not shown)

## 6 Trigger Words And Questions Every Landlord Should Listen For

February 21<sup>st</sup>, 2022

www.rentalhousingjournal.com



You can hardly turn on a television or read a newsfeed where you don't encounter the term "trigger words." While there are some universally accepted trigger words, like racial or ethnic slurs, most people or groups have their own unique lexicon of words that send them immediately into orbit. Our industry is no different, and over the years the way we identify the players in our game have even fallen victim. In many circles, "landlords" are now more generically referred to as "housing providers," while tenants are now more often called "residents."

As a landlord (I can call myself that because I am one) for more than 20 years, I have encountered thousands of applicants who are looking to rent my property. In looking at them as a potential "business partner," I engage several of my senses to get a read on what kind of potential partner they might be. More important than anything, I listen closely to the questions they ask as we tour the property. The following is a list of the top trigger words or phrases that every landlord, old and new, should intently listen for to ensure they are getting the best possible read on a person for their property and partnership.

Disclaimer: Being presented these questions doesn't always mean the applicant is a definite no-go, but it should put you on notice. Always make decisions from your detailed criteria.

### 1. Are you going to perform a background check on me?

Has an innocent person with nothing to hide ever asked this question?

If I have no criminal background history, then I have nothing to fear; run all the background checks you want. As an applicant, if I have something in my past that I am trying to keep from you as my potential landlord, I'd rather know up front, so I don't waste time or money on trying to qualify for your property. If this question ever comes up, now is the perfect time to introduce your rental criteria. Let the applicant know that you have a standard criteria and that these rules are applied evenly and fairly to all applicants. It's easier to let the criteria work for you in showing exactly where the standard is for qualifying for your property. Make sure the criteria are clear in defining exactly what you are looking for when it comes to disqualifying criminal history. And if you don't have a criteria, consult with your attorney or local experts to ensure that what you are doing in regard to background checks is legal.

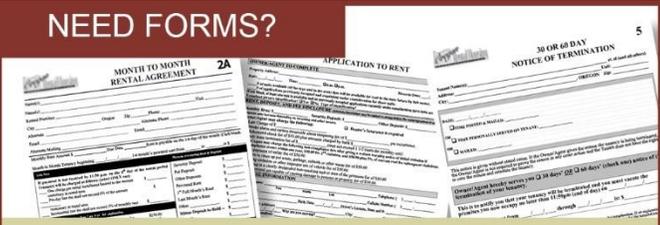
### 2. Do you require a deposit up front?

I can't tell you how many times I've heard this question, or one similar to it.

I've been asked to spread out a deposit over a few months, or even the entire term of the lease. Whatever form it comes in, it puts me on alert. Why? ...

*continued on page 5*

### NEED FORMS?



#### ORHA Forms are Available Online!

Oregon Rental Housing Forms are just a click away!

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

#### Forms Are Also Available to Pick Up!

Two convenient locations. Stop by and purchase updated forms.

2707 Broadway Ave.      - OR -      161 Central Ave.  
 North Bend, OR 97459           Coos Bay, OR 97420

**WE NEED YOU!**

The ROA Board has some vacant positions to fill. If you are interested in volunteering your time to help out your fellow landlords, organize events and affect change in the rental housing industry, we'd love to hear from you. They meet once a month, and you can attend virtually from anywhere.

Contact us at (541) 756-0347 or [info@roa-swo.com](mailto:info@roa-swo.com)



# Thinking of Selling?

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[www.teampacpro.com](http://www.teampacpro.com)

## 6 Trigger Words And Questions Every Landlord Should Listen For

*continued from page 3*

...Because it usually indicates that money is tight and that I may not be a priority when finances are stretched thin. When a medical bill or car-repair charge hits a tenant hard, you may be the last person to get paid, if you get paid at all. Now is the time when you really have to stick to your guns and require that deposit, as it may be the only protection you have moving forward.

### 3. Can I move in immediately?

I've shown properties where the individuals have arrived at the showing with the moving van packed and ready to unload.

This concerns me, as I have to ask them why they are needing to move so quickly. Did they just get evicted? Did they leave their last residence in the middle of the night to avoid being seen by their landlord? Granted, there are times when an applicant just suffered a devastating loss by flood or fire and needs immediate housing. Asking follow-up questions on why they need to move so quickly will help you analyze the situation and make the best decision for you and your property.

### 4. How many people can stay here?

While it might seem harmless, this question could lead to more people living in your property than it can accommodate.

When an applicant sees your listing as a 3-bedroom, 2-bath, it's pretty safe to expect it can accommodate up to 6 people. Establishing the maximum occupancy in an applicant's mind lets them know what you expect and consider as "too many" people in the home. This question is often accompanied by "how long can someone stay and still be considered a guest?" Both of these together or individually are cause for you to ask a

lot of follow-up questions to determine exactly how your property will be used. Again, clear criteria can protect you in this area.

### 5. How many pets can I have in the property?

Pets are just part of the business and having a firm policy regarding number or type is a great way of protecting your investment. While you don't want a zoo moving in, having a no-pet or one-pet policy is pretty standard. Make sure to require an additional deposit (see point No. a 2) and collect all of it before move-in. It's beneficial to define what is considered a pet and to clearly communicate what animals are and are not allowed in or on the property. I've seen tenants who tried raising chickens in the back yard use the excuse that, a) they aren't pets and b) they never go inside the residence. Along with violating our lease, they also violated the CCR'S of the Homeowners Association and made me subject to a pretty hefty fine with the city. Clarity, especially when it comes to pets, will save you a lot of headaches.

### 6. My current landlord is a jerk

This trigger word lets me know that I just might be the next "jerk".

Most landlords I meet just want to maintain their property value and make money, and keeping tenants happy is an integral part of that game. No one wants to discourage a good, paying tenant who is taking care of the property; ask your applicant why they feel that way. Often, I hear the current landlord will not return their calls. I see a frustrated landlord when this action starts and, in my mind, it always takes two to tango.

There are countless other things to listen for as you meet with a rental applicant; you likely have stories to tell that top my experiences. Listen intently, ask as many follow-up questions as you need, and communicate your criteria and policies clearly. After all, when you are getting ready to turn your keys over to a sizable asset, knowing who you are renting to is critical to your success in this business.



# Form of the Month MOLD PREVENTION AGREEMENT

# 54

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

## AGREEMENT

Mold growth can be dangerous to people and destructive to property. Owner/Agent provides housing as free from mold as reasonably possible. Behaviors of residents greatly affect the likelihood of mold growth.

Tenant(s) agree(s) to keep the rental unit in a manner that minimizes the likelihood of mold growth. Suggested methods to do that are listed on the reverse of this notice. Tenant(s) also agree(s) to notify Owner/Agent promptly of any mold problems.

Tenant(s) acknowledge receiving a copy of this notice.

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Owner/Agent	Date	Owner/Agent	Date

## WHAT IS MOLD?

Mold is a fungus, a sponge-like organism, in the same family as yeast and mushrooms. Mold is everywhere. Molds produce tiny spores that float continuously through the air, indoor and out. When mold spores land on a damp area indoors, they can begin to grow, particularly if the moisture problem is not corrected quickly. Molds can grow on wood, ceiling tiles, drywall, paper, carpet and foods. There is no practical way to eliminate all mold and mold spores indoors. The most effective way to control indoor mold growth is to control moisture. Unwanted moisture can be from a variety of issues: leaks in the roof or walls, water seeping into the basement, taking a shower, or cooking. If mold grows in a home, it must both be cleaned and the moisture problem repaired. Mold growth is unlikely if the humidity is below 40%.



## HOW YOU CAN MINIMIZE LIKELIHOOD OF MOLD GROWTH

- Use the bathroom fan, leave it running for 45 minutes after bathing or showering.
- If your bathroom doesn't have a fan, open the window and leave it open for 45 minutes after bathing or showering. Leave the door open when not in use.
- Use the kitchen fan whenever cooking. If there isn't one, open a window slightly.
- Use the fan in the laundry area.
- If moisture condenses on windows or walls, turn up the thermostat on your heat source.
- Open doors between rooms and to closets to increase air circulation.
- Cover fish tanks.
- Don't keep too many house plants, and don't over-water the ones you keep.
- Keep the temperature above 65 degrees.
- Open several windows for at least an hour twice a week to change the air in your home.
- Dry any water that spills on carpets or rugs.
- If you have an air conditioner, be sure it isn't leaking.
- Use a dehumidifier if necessary

## IF YOU SEE MOLD

Clean mold off hard surfaces as soon as possible. First use a detergent like Pine Sol or Lysol and hot water. Then disinfect with a mild bleach solution (one cup of bleach to one gallon of water). (Do not get bleach solution on carpets or floors, it can cause damage.) Finally, dry completely. Recent studies suggest bleach isn't enough for porous surfaces like sheet rock walls. Wash with TSP (tri-sodium phosphate) first (available at hardware and paint stores).

When you clean up mold, consider using an N-95 respirator (available in many hardware stores) to limit your exposure to mold and mold spores.

## WHAT YOU SHOULD REPORT TO THE OWNER/AGENT

- Leaks anywhere; in the roof, gutters, walls, doors, or windows for instance.
- Water in the basement or crawlspace under your home.
- Leaking pipes or dripping faucets.
- Sweating pipes or toilets.
- Running toilets.
- Any reappearance of mold after you've cleaned and removed it.
- Any recurring dampness or moldy smell.
- Non-working fans.



## Expiration of (Some) Pandemic Restrictions Ahead!

*continued from page 1*

If you do require the TO to vacate the premises at the end date of the agreement (or for a material violation of the rental agreement) and they refuse to vacate, ORS 90.275 allows you to serve a Notice of Termination with Cause – ORHA form #38, to the lawful tenant(s) requiring that they remove the now-unauthorized occupant within the minimum 14-day cure period or vacate the premises upon the expiration of the notice. If the tenant vacates, but the TO does not, the TO is considered a squatter and their right to occupy may be terminated using a 24-Hour Notice for an Unlawful Occupant – ORHA form #39.

The provision in SB 282 that allowed you to accept rent from the TO without creating a tenancy will also sunset on **February 28th**, so if you have been accepting rent from them you must stop doing that or you could create a tenancy with the TO.

### Collecting on Emergency Period debt

The end of February marks the end of the **Protected Period (April 1, 2020 – February 28, 2022)** for **Emergency Period (April 1, 2020 – June 30, 2021)** debt. On or after **March 1, 2022**, you may pursue your current or former residents for this debt. If the debtor is a current resident, however, you may not pursue the debt (yet) if they have provided you with written documentation of application for rent assistance in accordance with SB 891.

Documentation verifying the submission of an application for emergency rental assistance can be provided by any reasonable method, including by sending a copy or photograph of the documentation to you by electronic mail or text message.

Residents who provide the required evidence are entitled to a **Safe Harbor** period through **September 30, 2022**, during which you may not take any action against them or serve any notices related to nonpayment. Nonpayment does not include payments owed by a tenant for damages to the premises.

If the resident has not provided you with documentation, you might opt to serve a for-cause termination notice to force the issue, but through **June 30, 2022**, you must include the **IMPORTANT NOTICE ABOUT YOUR RIGHTS TO PROTECTION FROM EVICTION** (available on the website). Just like with current rent or debt, if the resident provides you with written evidence of application for rent assistance, they are entitled to the full benefit of the **Safe Harbor** period. The resident has until the first appearance in eviction court to provide you with that written evidence.

Through **June 30, 2022**, the **IMPORTANT NOTICE** is required to be served with any termination notice for nonpayment of rent (which includes things like fees and utilities, but not damages to the rental unit). Just like with rent and moneys owing since **July 2021**, if the resident provides you with documentation of their application for rent assistance, they are protected from any eviction action for nonpayment (except for damage to the premises) until you are notified of application approval or denial or through **September 30, 2022**.

If you receive notice that the tenant's application has been approved, pop the champagne cork, you'll get reimbursed! If you receive notice that the tenant's application has been denied you may serve another notice to collect the debt without the obligation to include another **IMPORTANT NOTICE**.

### Landlord Guarantee Program

You will also be able to seek compensation from the Landlord Guarantee Program administered by **Home Forward** but it will only cover the timeframe of the **Safe Harbor** period, not anything prior or later. I've talked to many folks on the helpline saying that their residents said they had applied, but that's not enough. They must provide you with written evidence or you won't be able to access the program for reimbursement. You may only be reimbursed beginning on the date the resident gave you the written documentation of the application for rent assistance (not the date they applied) through the earlier of:

- The date that you regain possession of the dwelling unit.
- The date that the court enters a judgment for possession of the dwelling unit.
  - The date that you are notified that the application has been approved – in which case you will likely be fully reimbursed and won't need to apply to the program.
- The date that you are notified of application denial.
- September 30, 2022.

Housing providers may seek compensation not only for rent, but also for any eligible non-payment charges that accrued during the **Safe Harbor** period. Eligible non-payment charges include rent, late charges, utility or service charges, or any other fee as described in the rental agreement or allowed by ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.

**Collecting from past residents**

You may recall that for residents whose tenancies terminated during the **Protected Period (April 1, 2020 – February 28, 2022)**, the statute of limitations was tolled. That means you have through **February 28, 2023**, to initiate legal action to recover any nonpayment balance (and they have that right as well). It might not hurt to make one last effort to get them to sign a Promissory Note – ORHA form #50, and agree to reasonable payment arrangements, but you can also sue in Small Claims Court, or hire a collection agency to pursue the debt on your behalf. I’m often asked if it’s worth it and like most things, it depends. One benefit of getting a civil judgment of more

of costs) is that the judgment will create a lien on real property (land or buildings) owned by the defendant. It only applies in the county in which the judgment was rendered unless you file the lien in other counties in accordance with ORS 18.152.

A colleague in another county had a small claims judgment against a former resident for around \$8,000 and the resident inherited property. They hadn’t paid the property taxes for three years and the county was preparing to foreclose but found her lien. They contacted her and told her if she paid the back taxes, the property was hers. The home was a tear-down, but the land value well exceeded the debt. So yes, it can be very well worth it!

This column offers general suggestions only and is no substitute for professional legal counsel. Please consult a competent attorney for advice related to your specific situation.



- Need help?
- Have a question about landlord/tenant law?
- Looking for advice on how to deal with a tenant?

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



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

# Welcome New and Returning ROA Members!

Hannah Bristow, Tina Brown, Yesi Guirado,  
Katelin Williamson, and Willam & Bev Major

## Your ROA Board of Directors

**President:** Jaime Thurman  
jaime@eledwardsrealty.com (541) 756-0347

**Vice President:** Regina Gabbard  
regina@eledwardsrealty.com (541) 756-0347

**Secretary:** Reyna Hernandez  
medinareyna2009@gmail.com (541) 435-7080

**Treasurer:** Kris Thurman  
kris@eledwardsrealty.com (541) 756-0347

**Past President:** Cindy Colter  
coltercindy@gmail.com (541) 404-8609

**Position #1:** Maria Menguita  
malumeng@gmail.com

**Position #2:** Sage Coleman  
sage@pacificproptiesteam.com (541) 404-0431

**Position #3:** Joan Mahaffy  
mahaffyje12@yahoo.com (541) 269-6562

**Position #4:** VACANT

**Position #5:** VACANT

**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.



**roa-swo.com**

### Contact us at:

2707 Broadway Ave.  
North Bend OR 97459

info@roa-swo.com  
(541) 756-0347

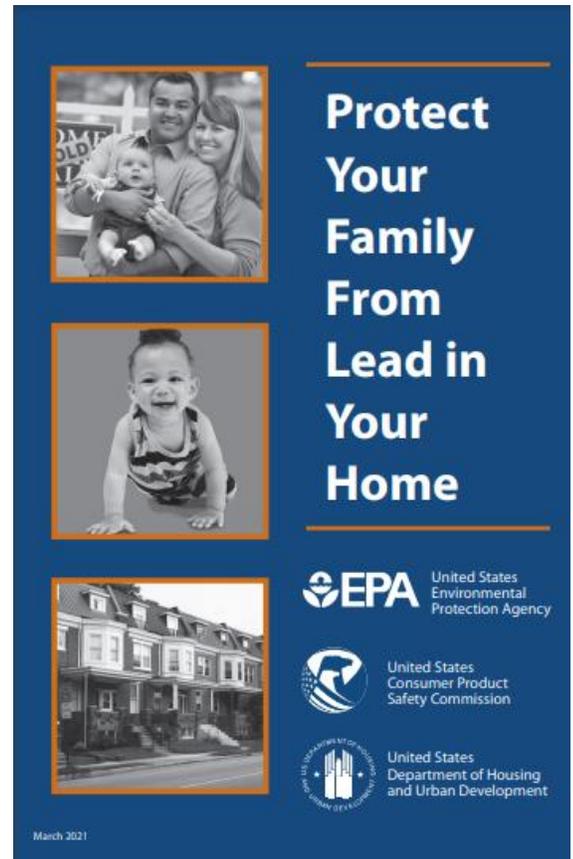
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## Lead-Based Paint Disclosures

Did you know that the EPA updated their informational pamphlet March of last year? Are you using the newest version? If not, don't worry. You're not required to discard older versions. Just be sure to provide the supplemental pages. You can find them at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

Federal law requires you to provide certain information about lead-based paint and/or lead-based paint hazards before a prospective renter is obligating under lease to rent from you. Landlords must give prospective tenants of housing built before 1978:

- An EPA-approved information pamphlet on identifying and controlling lead-based paint hazards, [Protect Your Family From Lead In Your Home \(PDF\)](#).
- Any known information concerning lead-based paint or lead-based paint hazards pertaining to the building.
- A lead disclosure attachment to the lease, or language inserted in the lease, that includes a "Lead Warning Statement" and confirms that you have complied with all notification requirements.



The image shows the cover of the EPA pamphlet "Protect Your Family From Lead in Your Home". It features three photographs: a family with a baby, a crawling baby, and a row of houses. The text on the cover includes the title "Protect Your Family From Lead in Your Home" and logos for the EPA, the United States Consumer Product Safety Commission, and the United States Department of Housing and Urban Development. The date "March 2021" is printed at the bottom left.

## Code of Ethics

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

The objectives of this Association shall be:

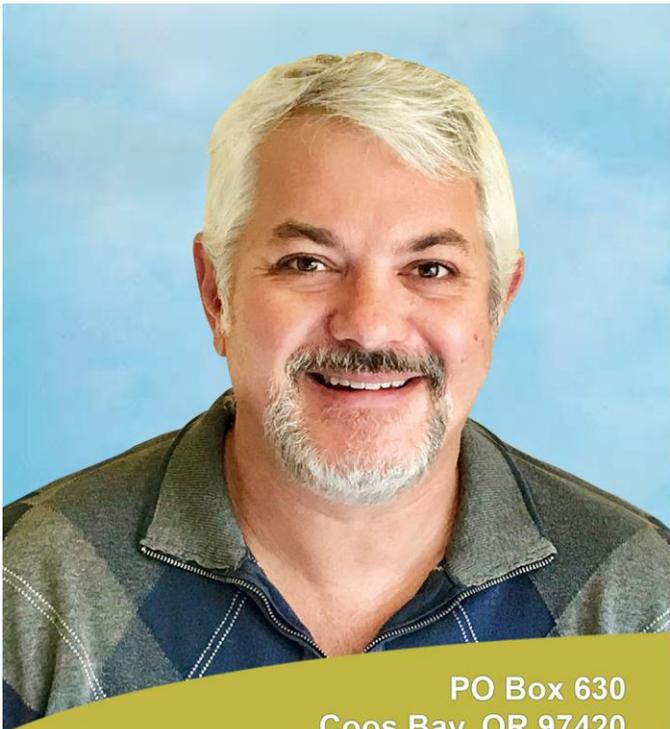
- To unite, for their mutual good, rental housing owners, managers and/or their agents in the Southwestern Oregon area.
- To strive to maintain those standards of the residential rental industry which are of a high ethical and up-to-date business level.
- To stimulate cooperation among rental owners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





**RENTAL OWNERS  
ASSOCIATION OF  
SOUTHWESTERN  
OREGON**

**2707 Broadway Ave.  
North Bend, OR 97459**



## **Patrick M. Terry Attorney at Law**

**Representing Landlords on the  
Southern Oregon Coast since 2002**

As a landlord of 11 rental units, Patrick understands the needs of his clients and is eager to help.

He specializes in:

- Landlord/Tenant Law - Real Estate - Collections  
- Estate Planning - Business - Probate

\*Free 1-hr consultation only covers landlord/tenant matters. All other matters are subject to hourly charge. Inquire for details.

**PO Box 630  
Coos Bay, OR 97420  
Phone: (541)756-2056  
assistant@pmtlaw.net**



ROA SWO's attorney on retainer.  
Current members receive a FREE  
1-hour consultation annually, plus  
discounted rates for representation.