

OREGON MFNW FORMS UPDATES

Presented by

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of Greenspoon Marder



TOPICS COVERED

1. Utility Billing
2. Rent Increases/Renewals
3. 3-Strike Notices
4. Qualifying Landlord Reason Terminations

1. UTILITY BILLING UPDATES

- Rental Agreement (M001)
- Utility Bill-Back Addendum (M047)

UTILITY BILLING RENTAL AGREEMENT UPDATE (M001)

- Utility Box Updated: Check boxes for “Customer of record/provided by.”
- Section 24 and Utility Bill-Back Addendum more clearly requires Tenant to reimburse landlord for utilities

UTILITY UPDATE: RENTAL AGREEMENT

~~IF CHECKED, RESIDENTS MUST BE PROVIDED WITH INSTRUCTIONS ON THE PROPER USE OF THE SMOKE ALARM AND CARBON MONOXIDE ALARM, IF APPLICABLE.~~

I have received instructions on the proper use of the smoke alarm and carbon monoxide alarm, if applicable.

CUSTOMER OF RECORD/

PAID FOR/ PROVIDED BY:	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	PUBL SERVICE CHRGS	OTHER
OWNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

UTILITIES

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY RESIDENT WILL BENEFIT OTHER RESIDENTS OR OWNER/AGENT: _____ SERVICE CHARGE FOR CABLE / INTERNET / ETC. (\$ or %): _____

ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: RESIDENT OWNER/AGENT
(SEE SECTION 17 OF THE TERMS AND CONDITIONS BELOW FOR OWNER/AGENT ENTRY RIGHTS)

~~IF CHECKED, SEE UTILITY BILL-BACK ADDENDUM (FORM # M047)~~

[] IF CHECKED, RESIDENT SHALL PAY OWNER/AGENT FOR UTILITIES PROVIDED ABOVE PURSUANT TO THE UTILITY BILL-BACK ADDENDUM (FORM # M047)

IF CHECKED, PETS ARE NOT ALLOWED AT THIS PROPERTY

IF CHECKED, THE FOLLOWING PETS ARE APPROVED BY OWNER/AGENT—NUMBER & TYPE: _____

UTILITY UPDATE: RENTAL AGREEMENT

use of agents, brokers, or other prospective tenants.

24. UTILITY BILL-BACK: ~~For any utility "paid for/provided by" Resident as indicated above that is billed directly to Owner/Agent, Owner/Agent may require Resident to pay/reimburse Owner/Agent for said charges for a utility or service provided directly, or for a public service provided indirectly, to the Resident's dwelling unit or to a common area available to the Resident as part of the tenancy. The manner in which the charge is allocated among the Residents is subject to Owner/Agent's sole discretion and is subject to change without notice provided that the annual amount charged to all Residents may not exceed the annual amount Owner/Agent pays for said utilities/services. If not provided herein or in the Utility Bill-Back Addendum, Owner/Agent shall provide an explanation of the manner in which charges are allocated among Residents in the bill each month.~~

25. MALFUNCTIONS: Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall

edges receiving and is incorporated by reference herein. Resident agrees to comply with all posted parking restrictions. Resident will drive in a safe manner and comply with all posted speed limit signs at all times, and if no posted speed limit, the speed limit is 5 miles per hour.

32. CONTROL OF COMMON AREAS: Owner/Agent and any person designated by Owner/Agent retain control over any common areas of the Premises for the

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33. HOA: Resident shall pay the dues and assessments of the Homeowners Association or an association of unit owners organized under ORS

The party designated as the "customer of record" that is required to provide any utility herein shall also timely pay the provider of that utility except that Resident may be required to pay/reimburse Owner/Agent for said charges provided by Owner/Agent pursuant to the terms of any Utility Bill-Back Addendum.

TS:
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625

UTILITY UPDATE: BILL-BACK ADDENDUM (M047)

- Allows for more information
- Allows for customized descriptions and disclosures
- Warning:
 - Possibility of user error
 - Must understand how to use the form and legal requirements for utility billing

UTILITY UPDATE: BILL-BACK ADDENDUM OLD VERSION

The Utilities marked above will be allocated to the residents based on the following methods:

- FLAT FEE.** Resident will pay Owner/Agent \$_____ per month. Owner/Agent has calculated an average monthly charge for the marked Utilities (the charge for Utilities is called the "Utility Charge"). To allow Resident to pay a set amount per month instead of a fluctuating amount based on each month's actual Utility charges, the flat fee Utility Charge is less than the average charges from the providers based on allocating the actual charges to all units on a pro-rata basis. In all events, the Utility Charge to be paid by Resident is less than the actual charges incurred by the Owner/Agent and allocated to the Unit.
- SUBMETERS.** Each unit has a submeter and the Utility Charge to be paid by Resident will be calculated monthly based on the actual charges to the community and the submeter readings from the unit.
- FORMULA.** Owner/Agent will allocate the actual charges for the marked Utilities to each unit based on the following formula (check all that apply):
 - Number of occupants _____
 - Number of bedrooms _____
 - Number of bathrooms _____
 - Square footage of unit _____
 - Number of fixtures _____
 - Other: _____

The portion of the Utility Charges benefiting common areas is estimated to be _____%:

- This percentage is not allocated to Residents
- This percentage is allocated to Residents

UTILITY UPDATE: BILL-BACK ADDENDUM NEW VERSION

The Utilities marked above will be allocated to the residents based on the following methods:

- FLAT FEE. Resident will pay \$_____ per month. Owner/Agent has calculated an average monthly charge for the marked Utilities (the charge for Utilities is called the "Utility Charge"). To allow Resident to pay a set amount per month instead of a fluctuating amount based on each month's actual Utility charges, the flat fee Utility Charge is less than the average charges from the providers based on allocating the actual charges to all units on a pro-rata basis. In all events, the Utility Charge to be paid by Resident is less than the actual charges incurred by the Owner/Agent and allocated to the Unit.
- SUBMETERS. Each unit has a submeter and the Utility Charge to be paid by Resident will be calculated monthly based on the actual charges to the community and the submeter readings from the unit.
- FORMULA. Owner/Agent will allocate the actual charges for the marked Utilities to each unit based on the following formula:

UTILITY UPDATE: BILL-BACK ADDENDUM OLD VERSION

13. If any provision of this Addendum or the Rental Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Rental Agreement. Except as specifically stated herein, all other terms and conditions of the Rental Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Rental Agreement, the terms of this Addendum shall control.

UTILITY UPDATE: BILL-BACK ADDENDUM NEW VERSION

13. If any provision of this Addendum or the Rental Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Rental Agreement. Except as specifically stated herein, all other terms and conditions of the Rental Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Rental Agreement, the terms of this Addendum shall control.

ADDITIONAL TERMS:

X
RESIDENT

DATE

X
RESIDENT

DATE



UTILITY UPDATE: NEW FLAT FEE INVOICE

DATE _____ PROPERTY NAME / NUMBER _____
 RESIDENT NAME(S) _____

 UNIT NUMBER _____ STREET ADDRESS _____
 CITY _____ STATE _____ ZIP _____

Dear Resident,

Your monthly flat fee for utilities is now due. Utilities include:

Electricity	Water	Sewer/ Wastewater	Garbage	Basic Cable	Gas/ Propane	Oil	Heating	HVAC	Internet	Public Service Charges	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Current Utility Charges Due \$ _____ **Due Date** _____

- Pay with monthly rent
- Send payment to _____
- Other _____

Service of Utility Bill:

Sent to Resident on _____ by _____

- This Utility Bill was served personally at _____ AM PM.
- If written rental agreement allows, this Utility Bill was served by posting on the main entrance door of the dwelling unit and mailed first class mail.
- This Utility Bill was served by first class mail.
- This Utility Bill was served by electronic means.

Resident may inspect a Utility provider's bill at a reasonable time and place and obtain a copy of a provider's bill by making a request to the Owner/Agent during the inspection and upon payment to the Owner/Agent for the reasonable cost of making copies.

Additional Information: (insert manner in which provider assesses a utility or service charge, allocation method, other info)

New Form for Flat Fee Billing

UTILITY UPDATE: TAKE AWAYS

- Use the new forms;
- Make sure you know how to fill them out;
- Standardize on a property-by-property basis
- Consult an experienced attorney if you have questions

2. RENT INCREASE/RENEWALS

- Rent Control Required changes to renewal forms
- Exemptions for:
 - Newer properties
 - Subsidized properties

2. RENT INCREASE/RENEWALS

CURRENT		<input type="checkbox"/> OPTION 1 (FIXED-TERM)	<input type="checkbox"/> OPTION 2 (FIXED-TERM)	<input type="checkbox"/> OPTION 3 (MONTH-TO-MONTH)
	CHARGE	Available Term(s) _____	Available Term(s) _____	
Rent	\$ _____	INCREASE \$ _____	INCREASE \$ _____	INCREASE \$ _____
	\$ _____	NEW CHARGE \$ _____	NEW CHARGE \$ _____	NEW CHARGE \$ _____
Pet Rent	\$ _____	\$ _____	\$ _____	\$ _____
Parking	\$ _____	\$ _____	\$ _____	\$ _____
Storage	\$ _____	\$ _____	\$ _____	\$ _____
Utilities*	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

If the month-to-month rent increase over the preceding 12-month period exceeds 7% plus the consumer price index, Owner/Agent is exempt as follows:

- The first certificate of occupancy for the dwelling unit was issued less than 15 years prior to the date of this notice:
Date of certificate of occupancy was _____
- Owner is providing reduced rent to Resident as part of the following federal, state or local program or subsidy: _____

3. 3-STRIKE NOTICES (NEW FORM: M083)

- Fixed term lease termination if there were 3 or more violations in the last 12 months;
- Requires 3 warnings
 - All MFNW violation notices contain the required language

Owner/Agent may choose to terminate your tenancy at the end of the fixed term if there are three or more violations within a 12-month period preceding the end of the fixed term. Correcting the third or subsequent violations is not a defense to termination under ORS 90.427(7).



MULTIFAMILY NW
The Association Promoting Quality Rental Housing

OREGON
90-DAY NOTICE OF NON-RENEWAL/TERMINATION OF FIXED-TERM
TENANCY FOR REPEATED VIOLATIONS OF RENTAL AGREEMENT
TERMINATION FOR CAUSE



DATE _____ PROPERTY NAME / NUMBER _____

RESIDENT NAME(S) _____

also all other Occupants or persons unknown claiming any right or interest in the Premises.

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

Pursuant to the Oregon landlord/tenant law, THIS IS YOUR 90-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY AT OR AFTER THE END OF THE CURRENT FIXED TERM. This termination notice is served because you have committed three or more violations of your rental agreement within the twelve-month period preceding the end of the fixed term and the Owner/Agent has given written warning notices at the time of the violations. The facts supporting the reason for termination are described below.

Specify the date of violation, describe the violation and specify the date of the written warning notice:

Violation #1:

Date of Violation: _____ Date of Warning: _____

Describe Violation: _____

Copy of notice attached (optional)

Violation #2:

Date of Violation: _____ Date of Warning: _____

Describe Violation: _____

Copy of notice attached (optional)

UT WRITTEN PERMISSION. Revised 2/25/2019.

**3-Strike
Notice
(M083)**

4. QUALIFYING LANDLORD REASON TERMINATION NOTICE (NEW FORM: M084)

- 90-day Notice
- Portland Relo Still Applies
- Cause for termination is something the landlord wants or needs to do:
 - Demolish/convert
 - Renovate
 - LL/immediate family member move-in
 - Sold to person intending to move-in



OREGON
**90-DAY TERMINATION FOR CAUSE
QUALIFYING OWNER REASON**
(FOR TERMINATIONS ISSUED AFTER FIRST YEAR OF OCCUPANCY)



DATE _____ PROPERTY NAME / NUMBER _____
RESIDENT NAME(S) _____
_____ also all other Occupants or persons unknown claiming any right or interest in the Premises.
UNIT NUMBER _____ STREET ADDRESS _____
CITY _____ STATE _____ ZIP _____

"First year of occupancy" includes all periods in which any of the Residents has resided in the dwelling unit for one year or less.

Owner/Agent hereby provides notice of termination of your tenancy because:

- Owner intends to demolish the dwelling unit or convert the dwelling unit to a use other than residential use within a reasonable time;
 - Owner intends to undertake repairs or renovations to the dwelling unit within a reasonable time and (check at least one):
 - The premises is unsafe or unfit for occupancy; or
 - The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations.
 - Owner intends for the Owner or a member of the Owner's immediate family* to occupy the dwelling unit as a primary residence and the Owner does not own a comparable unit in the same building that is available for occupancy at the same time that the tenant receives notice to terminate the tenancy; or
- * "Immediate family member" means: (a) an adult person related by blood, adoption, marriage or domestic partnership, as defined in ORS 106.310, or as defined or described in similar law in another jurisdiction; (b) an unmarried parent of a joint child; (c) a child, grandchild, foster child, ward or guardian; or (d) a child, grandchild, foster child, ward or guardian of any person listed in (a) or (b) above.
- Owner has: (A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's primary residence; and (B) Owner has provided this notice and written evidence of the offer to purchase the dwelling unit to Resident not more than 120 days after accepting the offer to purchase.

Supporting Facts (mandatory description of facts supporting basis above):

QLR
Notice
(M084)

THANK YOU!

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