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**House Committee on Housing and Homelessness
Testimony in Support of HB 2134
2/17/2025**

Chair Marsh, Vice-Chairs Anderson and Breese-Iverson, and Members of the Committee:

On behalf of the Oregon Law Center, thank you for the opportunity to submit testimony in support of HB 2134, which would make a small change to current law that would protect tenant stability and reduce the potential financial crisis inflicted by no-fault termination notices.

OLC's mission is to achieve justice for low-income communities of Oregon by providing a full range of the highest quality civil legal services. Helping families maintain safe, stable housing is a critical part of our work. Without stable housing, it is difficult or impossible to hold down a job, keep children in school, access neighborhood amenities, and stay healthy. As vacancy rates have plummeted and housing has become less and less affordable across the state, our clients have increasingly struggled to maintain stability for themselves and their children. Increasingly, low and moderate income tenants risk homelessness as a result of any displacement from current housing.

HB 2134 is a common-sense bill that makes a very small change to current statute that will help offset the crisis that results when a tenant household receives a no-fault termination notice pursuant to ORS 90.427(5). Notices given by a landlord under this subsection of statute can be given to a tenant who is not at fault, who is in compliance with their rental agreement, but who is nevertheless being evicted with 90 days' notice due to a landlord's decision to use the property differently. These notices can be used when a landlord:

- Plans to move into the property, or have an immediate family member move in;
- Has accepted an offer to purchase the property from a buyer who plans to move into the property;
- Plans to repair or renovate an unsafe property or so significantly that the tenant cannot remain living there;
- Plans to demolish the unit or convert the unit to a nonresidential use

When a tenant receives a 90-day notice pursuant to a landlord's decision to change the use of the property, the tenant's world is immediately and significantly impacted. Through no fault of their own, the tenant now has 3 months to find and afford a new place for themselves and their family to live. They must come up with moving costs, and get packed up and moved into that new place, if they are lucky enough to find one, before the expiration of the timeline, or risk a court eviction filing.



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In today's housing market, where even middle-income tenants are cost burdened, and where low vacancy rates mean that for every vacant affordable unit there are multiple competing households seeking a home, the risks of displacement from community and of homelessness are very real. An unplanned forced move of this sort can have profound destabilizing impact on a family's financial security, education, health care, employment, and community.

Under current law, a tenant in these circumstances who is lucky enough to find a place that they can move into before the expiration of the 90-day notice period must either risk losing that option or be willing to pay double rent for the 90-day period. HB 2135 would be one small form of assistance for tenants in this situation, to allow them to reduce the amount of double rent they would be paying to only 30 days.

If a tenant is lucky enough to find a new available and affordable place to live, the tenant must take that unit right away, and cannot wait until the end of the landlord's 90-day notice. Under current law, a tenant in these circumstances who is lucky enough to find a place that they can move into before the expiration of the 90-day notice period must either risk losing that option or be willing to pay double rent for the 90-day period. And under current law, some landlords are treating a tenant's early move-out as an early termination of the fixed term tenancy, justifying the landlord charging what is known as a "lease-break fee." But it is the landlord who is terminating the tenancy, not the tenant.

HB 2134 would allow tenants who have found a new unit, after being asked to do so by the landlord, the flexibility to secure that alternate housing prior to the expiration of their termination notice, without incurring double rent expenses or lease break fees. The bill would reduce the amount of the sudden duplicate rent expense that tenants might otherwise have to absorb when given a no-fault notice to move, reduce the possibility of additional fees, and reduce the possibility of community displacement and homelessness.

Thank you for the opportunity to submit testimony and your service to Oregon communities.
Sincerely,

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Sybil Hebb
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