

**HB 2004 SUMMARY
(AS PASSED BY HOUSE)**

Bittner & Hahs, P.C.
www.bittner-hahs.com

1. No-Cause notices

- 1.1 Allowed during first 6 months of occupancy (not clear it is the same definition as “first year of occupancy”- time any of the tenants has resided in unit)
- 1.2 Month-to month (“MTM”), after first 6 months may only terminate for cause
- 1.3 Week-to week, can still use no-cause
- 1.4 In MTM no-cause allowed after 6 months, **or at end of fixed-term may refuse to renew**, with 90 days’ notice only if:
 - 1.4.1 Landlord (“LL”) intends in good faith to undertake repairs or renovations that will cause the unit to be unsafe to occupy during repairs [**upon completion of repairs/renovation, must offer to T first**];
 - 1.4.2 LL intends in good faith to convert the unit to a use other than a residential use within a reasonable time;
 - 1.4.3 LL intends in good faith to demolish the unit within a reasonable time;
 - 1.4.4 Unit is unsafe or unfit to occupy and LL intends in good faith to undertake repairs within a reasonable time to correct the conditions [**upon completion of repairs, must offer to T first**];
 - 1.4.5 LL has accepted an offer to purchase the unit separately from any other dwelling unit from a person who intends in good faith to occupy the unit as the person’s primary residence;
 - 1.4.6 LL intends in good faith for the LL or a member of the LL’s “immediate family” to occupy the unit as a primary residence; and LL does not own a comparable unit in the same building that is available for occupancy at the same time that the T receive notice to terminate;
 - 1.4.7 Termination notice must specify the exception and facts supporting the exception;
 - 1.4.8 Pay the tenant **at the time the termination notice is given** one month’s periodic rent:
 - (a) **This section does not apply to LL of 4 or fewer units** (still issue with definition of LL, could include a management company and does not say “own”)
- 1.5 If dwelling unit is in the same building or on the same property as the LL’s primary residence, and there are no more than 2 units, LL may terminate using no-cause: 30 days during first year of occupancy and 60 days after first year of occupancy.

2. Fixed Term Tenancy

- 2.1 LL may terminate only for cause.
- 2.2 Not less than 90 days prior to end of fixed-term, LL MUST give renewal offer for a fixed term at least as long as expiring term. **[Same exceptions as above]**. T may accept the offer by written notice at least 30 days prior to end of fixed term.
- 2.3 If the tenant does not accept the offer for a new fixed term, the tenancy rolls to MTM automatically.
- 2.4 If LL fails to make a renewal offer, the fixed term rolls to MTM automatically.

3. Penalties

- 3.1 Termination in violation of statutes:
 - 3.1.1 **3 months' rent penalty** plus actual damages. Penalty can be assessed if notice is incorrect (fails to state exception or facts); and a defense to FED.
- 3.2 Tenant can bring action for the penalty within one year after T knew or should have known of violation.

4. Rent Control

- 4.1 State preemption withdrawn and local rent "stabilization" is allowed.
- 4.2 Program must provide LL's with "a fair rate of return" "as determined by the city or county"
- 4.3 Program must provide a process for LL to petition for permission to increase rents in excess of the allowed increases when necessary for the LL to achieve a "fair rate of return:
- 4.4 Program must exempt any new residential development for a period of 5 years from the date of issuance of the first COO.

5. Emergency Clause

- 5.1 Effective immediately upon signing by governor
- 5.2 Applies to all fixed term tenancies entered into or renewed after effective date; and terminations of MTM tenancies occurring after effective date [is termination the issuance of the notice or the date it expires?)