COUNCIL ORDINANCE NO. 20694

AN ORDINANCE CONCERNING RENTAL HOUSING; AMENDING SECTIONS 8.405, 8.415, 8.425, 8.430, AND 8.440 OF THE EUGENE CODE, 1971; AND ADDING SECTION 8.437 TO THAT CODE.

ADOPTED: July 24, 2023

SIGNED: July 25, 2023

PASSED: 5:2

REJECTED:

OPPOSED: Clark, Groves

ABSENT: Keating

EFFECTIVE: August 25, 2023

ORDINANCE NO. 20694

AN ORDINANCE CONCERNING RENTAL HOUSING; AMENDING SECTIONS 8.405, 8.415, 8.425, 8.430, AND 8.440 OF THE EUGENE CODE, 1971; AND ADDING SECTION 8.437 TO THAT CODE.

THE CITY OF EUGENE DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.405 of the Eugene Code, 1971, is amended to provide as follows:

8.405 Rental Housing – Purpose.

The purpose of this City Rental Housing Code is to provide minimum habitability criteria to safeguard health, property and public wellbeing of the owners, occupants and users of rental housing and to provide certain renter protections. The City Rental Housing Code is intended to supplement rather than conflict with the State of Oregon Residential Landlord and Tenant Act.

Section 2. Section 8.415 of the Eugene Code, 1971, is amended by adding the definitions of "Affordable Housing"; "Materially Incomplete Application"; "Meaningful Access"; "Open Application Period"; "Pet Deposit"; "Qualified Applicant"; "Rent"; "Screening or Admission Criteria"; "Substantial Change to Rental Agreement"; and "Week-to-Week Tenancy" to the list of definitions in alphabetical order, and amending the definition of "Security Deposit" to provide as follows:

8.415 Rental Housing – Definitions.

For purposes of sections 8.400 through 8.440 of this code, the following words and phrases mean:

Affordable Housing. Housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development, to households that earn no more than 80 percent of the median household income for the city of Eugene, for a period of at least 20 years; or housing for low-income persons that is eligible for an exemption from systems development charges pursuant to section 7.725(2) of this code.

Materially Incomplete Application. A rental housing application that does not include the information and supporting documentation required by a landlord to conduct an application screening pursuant to the landlord's adopted screening or admission criteria.

Meaningful Access. The ability of a person with limited English language proficiency to use or obtain language assistance services or resources to understand and communicate effectively, including but not limited to translation or interpretation services.

Open Application Period. The period of time during which a landlord will accept rental housing applications for a publicly advertised dwelling unit.

Pet Deposit. A refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a term of a rental agreement or any part of a rental agreement by a tenant who keeps a pet in the dwelling unit that is the subject of the rental agreement.

Qualified Applicant. An applicant that meets the landlord's screening or admission criteria.

Rent. Any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees, or utility or service charges as described in this City Rental Housing Code or ORS Chapter 90.

Screening or Admission Criteria. A written statement of any factors a landlord considers in deciding whether to accept or reject an applicant and any qualifications required for acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history, character references, public records, criminal records, credit reports, credit references and incomes or resources of the applicant.

Security Deposit. A refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. As used in the City Rental Housing Code, a pet deposit is not considered a security deposit.

Substantial Change to the Rental Agreement. A change of terms from those included in a prior rental agreement between a landlord and tenant that substantially disadvantages the tenant, and the landlord does not provide for a commensurate decrease in rent. Examples of substantial changes to a rental agreement include, but are not limited to: tenant responsibility for payment of utilities previously included in the monthly rent; tenant responsibility for payment for a parking spot previously included in the monthly rent; landlord no longer allowing pets to occupy the dwelling unit; reduction of space available for tenant use; reduction of amenities available for tenant use; and removal of furnishings from furnished units.

Week-to-Week Tenancy. A tenancy that has all of the following characteristics: occupancy is charged on a weekly basis and is payable no less frequently than every seven days; there is a written rental agreement that defines the landlord's and the tenant's rights and responsibilities under Oregon law; and there are no fees or security deposits, although the landlord may require the payment of applicant screening charge.

Section 3. Section 8.425 of the Eugene Code, 1971, is amended by renumbering subsections (15) and (16) as subsections (20) and (21) respectively, amending subsection (20), and adding new subsections (15), (16), (17), (18) and (19) to provide as follows:

8.425 Rental Housing – Standards and Protections.

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(15) Maximum Security Deposit.

(a) If a landlord requires a security deposit as a condition of tenancy, except as provided in subparagraphs (b) and (c) of this subsection (15), a landlord may not collect a security deposit that exceeds an amount equal to two months' rent for the dwelling unit.

(b) Notwithstanding subparagraph (a) of this subsection (15), a landlord may require an additional security deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional security deposit relates to the modification. The additional security deposit authorized by this subparagraph (b) may not exceed an amount equal to one month's rent for the dwelling unit.

(c) Notwithstanding subparagraph (a) of this subsection (15), a landlord may require an additional security deposit if the landlord enters into a rental agreement with a tenant whose rental housing application the landlord could have denied pursuant to ORS 90.304. The additional security deposit authorized by this subparagraph (c) may not exceed an amount equal to one month's rent for the dwelling unit.

(d) If a landlord requires an additional security deposit authorized by subparagraphs (b) or (c) of this subsection (15), the landlord must allow the tenant at least three months to pay the additional security deposit.

(e) In addition to the security deposits authorized by subparagraphs (a) through (c) of this subsection (15), a landlord may collect a separate pet deposit unless the tenant's pet is a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(16) Applications Processed in Order Received.

(a) If a landlord advertises the availability of a dwelling unit, the landlord must specify in the notice advertising the dwelling unit the date and time that the landlord will begin accepting rental applications as well as the open application period. The notice advertising the dwelling unit must also inform applicants of the ability to request additional time to ensure that applicants have meaningful access to the rental housing application. The notice advertising the dwelling unit may provide the landlord's contact information and/or a website address, internet link, or other written method of communicating information to prospective tenants.

(b) A landlord must digitally or manually record the date and time of receipt of each rental housing application received during an open application period. If a rental housing application is received by a landlord prior to the start of the open application period, the landlord must digitally or manually record the date and time of receipt of that application as 8 hours after the start of the open application period.

(c) A landlord may simultaneously process multiple rental housing applications, but must accept, conditionally accept, or deny rental housing applications in order of receipt.

(d) If a landlord maintains a waitlist for filling available dwelling units instead of advertising the availability of dwelling units and using an open application period, the landlord must add applicant names to the waitlist in order of receipt.

(e) When a landlord utilizes a waitlist to fill a dwelling unit vacancy, a landlord may simultaneously process multiple rental housing applications but must accept, conditionally accept, or deny rental housing applications in order of receipt.

(f) If an applicant requires additional time to ensure meaningful access to a rental housing application, the applicant may submit a request for additional time to the landlord. The landlord must document the date and time of the landlord's receipt of the request for additional time. If the applicant submits a rental housing application within 24 hours from the time of submission of a request for additional time, the date and time of the request for additional time will serve as the date and time of receipt of the rental housing application for purposes of determining the order in which applications are received.

(g) Upon request by an applicant, a landlord must notify the applicant of the applicant's position in line for a particular dwelling unit.

(h) A landlord must offer tenancy to the first qualified applicant who provides a rental housing application. If that applicant does not accept the offer of tenancy within 48 hours of the time the offer is made, the landlord must review the rental housing applications in order of receipt and make an offer of tenancy to the next qualified applicant who provided a rental housing application. The landlord must repeat this process until an applicant accepts the offer of tenancy.

(i) A landlord may refuse to process rental housing applications that are:

1. Materially incomplete; or

2. Submitted by an applicant who has violated a rental agreement with the landlord three or more times during the 12-month period preceding the date of the application, and the landlord can provide documentation of the violations.

(j) Subparagraphs (a) through (i) of this subsection (16) do not apply to rental housing applications for the following types of dwelling units:

1. Affordable housing;

2. A dwelling unit occupied by the landlord as the landlord's principal residence;

3. A unit of middle housing when the landlord's principal residence is another unit of middle housing on the same lot or parcel;

4. An accessory dwelling unit located on the same lot or parcel as the landlord's principal residence;

5. A dwelling unit located on the same lot or parcel as an accessory dwelling unit occupied by the landlord as the landlord's principal residence;

6. A dwelling unit that will be shared with an existing tenant who has a separate rental agreement for the dwelling unit; and

7. A dwelling unit not advertised or rented to the general public.

(k) Nothing in this subsection (16) diminishes or otherwise affects any duty of a landlord under federal, state, or local law to grant a reasonable accommodation to an individual with a disability.

(17) Relocation Assistance.

(a) Termination Without Cause or for a Landlord Qualifying Reason.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), and except as provided in subparagraph (b) of this subsection (17), a landlord must comply with the relocation assistance notice and amount requirements in subparagraphs (a)2. and (a)3. of this subsection (17) if the landlord terminates a rental agreement:

a. Without cause during the first year of occupancy as provided in ORS 90.427; or

b. Because the landlord has a qualifying reason for termination under ORS 90.427.

2. Prior to the termination of a rental agreement pursuant to subparagraph (a)1. of this subsection (17), a landlord must deliver a written notice of termination of the rental agreement to each affected tenant. The termination notice must be delivered to the tenant at least 90 days before the termination date designated in the notice. The termination notice must specify the amount of relocation assistance for which the tenant is eligible and must include a description of the tenant's rights and obligations under this subsection (17).

3. Not less than 45 days prior to the termination date in the notice of termination required by subparagraph (a)2. of this subsection (17), the landlord must pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit. The amount of relocation assistance required by this subsection applies per dwelling unit and not per each individual tenant.

4. A tenant who remains in the dwelling unit after the termination date in the notice of termination required by subparagraph (a)2. of this subsection (17) without the permission of the landlord must immediately repay to the landlord the relocation assistance paid by the landlord pursuant to subparagraph (a)3. of this subsection (17).

(b) Landlord Declines to Renew Fixed Term Rental Agreement.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), in the case of a fixed term rental agreement with a specified ending date that falls within the first year of a tenant's occupancy of the dwelling unit, the landlord must, at least 90 days prior to the specified ending date of the fixed term rental agreement, provide the tenant with a written statement informing the tenant of the requirements of subparagraph (b)2.

2. For a tenant to be eligible to receive relocation assistance pursuant to this subparagraph (b), the tenant must, at least 60 days prior to the specified ending date of the fixed term rental agreement, provide the landlord with written notice of the tenant's desire to renew the fixed term rental agreement.

3. Within 30 days of the date of the notice described in subparagraph (b)2. of this subsection (17), the landlord must either:

a. Provide the tenant written notice that the landlord declines to renew the fixed term rental agreement and pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit; or

b. Provide the tenant written notice that the landlord agrees to renew the fixed term rental agreement.

4. For purposes of this subparagraph (b), a landlord declines to renew a fixed term rental agreement if the landlord conditions the renewal on a tenant's agreement to a substantial change to the rental agreement.

5. A tenant who agrees to the landlord's conditions of renewal or who remains in the dwelling unit after the specified ending date in the fixed term rental agreement without the permission of the landlord must immediately repay to the landlord the relocation assistance paid by the landlord pursuant to subparagraph (b)3.a. of this subsection (17).

(c) Rent Increases.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), a landlord that intends to increase a tenant's rent by the maximum annual rent increase percentage as set by the State of Oregon pursuant to ORS 90.324 must deliver a written notice of rent increase to each affected tenant at least 90 days before the date of the rent increase designated in the notice. The notice of rent increase must specify the amount of the new rent, the dollar amount by

which the rent will increase, the percentage of the increase, and the date the increase will become effective. The notice of rent increase must also specify the amount of relocation assistance for which the tenant is eligible and must include a description of the tenant's rights and obligations under this subsection (17). Expiration of rent concessions specified in a rental agreement is not considered a rent increase for purposes of this subparagraph (c).

2. A tenant who receives the notice of rent increase required by subparagraph (c)1. of this subsection (17), may, within 30 days of the date of the notice, request in writing relocation assistance from the landlord.

3. If a tenant requests relocation assistance pursuant to subparagraph (c)2. of this subsection (17), the landlord must pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit. The landlord must pay the relocation assistance required by this subparagraph (c)3. at least 45 days prior to the date of the rent increase stated in the rent increase notice required by subparagraph (c)1. of this subsection (17). The relocation assistance required by this subparagraph (c)3. applies per dwelling unit and not per each individual tenant.

4. A tenant who receives relocation assistance pursuant to subparagraph (c)3. of this subsection (17) must, within 45 days of the date of receipt of the relocation assistance, either:

a. Provide the landlord with written notice of termination of the rental agreement and vacate the dwelling unit; or

b. Repay the relocation assistance to the landlord and remain in the dwelling unit, subject to the increased rent as provided in the rent increase notice required by subparagraph (c)1. of this subsection (17).

(d) Relocation Assistance Limited. A tenant may only receive relocation assistance once per tenancy. Receipt and subsequent repayment of relocation assistance pursuant to subparagraph (c)4.b. of this subsection (17) does not count as receipt of relocation assistance for purposes of this subparagraph (d).

(e) Within 60 days of payment of relocation assistance pursuant to this subsection (17), a landlord must report the payment to the city.

(f) The following are exempt from the relocation assistance requirements of this subsection (17) as long as the landlord complies with the requirements of subparagraph (g) of this subsection (17):

1. Week-to-week tenancies;

2. Occupancy of the same dwelling unit by the landlord and tenant where the landlord occupies the dwelling unit as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

3. Tenants that occupy one unit of middle housing when the landlord's principal residence is another unit of middle housing on the same lot or parcel and the landlord occupies the unit of middle housing as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

4. Tenancies where a tenant occupies an accessory dwelling unit and the landlord's principal residence is located on the same lot or parcel, or tenancies where the landlord occupies the accessory dwelling unit and the tenant occupies a dwelling unit on the same lot or parcel; and the landlord occupies the dwelling unit or accessory dwelling unit as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

5. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence of not more than 3 years and the landlord returns and reoccupies the dwelling unit as the landlord's principal residence;

6. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active-duty military service the landlord returns and reoccupies the dwelling unit as the landlord's principal residence;

7. Units of Affordable Housing;

8. A dwelling unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

9. A dwelling unit rendered immediately uninhabitable not due to the action or inaction of a landlord or tenant;

10. A dwelling unit rented for a period of less than 6 months with appropriate verification of the submission of a demolition permit prior to the execution of the rental agreement;

11. A dwelling unit subject to a fixed term tenancy where the landlord's intent to sell or permanently convert the dwelling unit to a use other than as a dwelling unit is a term of the executed rental agreement.

(g) In order to qualify for an exemption from the relocation assistance requirements of this subsection (17), a landlord must:

1. For the exemptions specified in subparagraphs (f)1., (f)5., (f)6., (f)7., (f)10., and (f)11. of this subsection (17), no later than the time of execution of the rental agreement, the landlord must provide each tenant who is a party to the rental agreement with written notice that the tenancy is exempt from relocation assistance.

2. For the exemptions specified in subparagraphs (f)2., (f)3., and (f)4. of this subsection (17), where the landlord is living in the dwelling unit or on the lot or parcel at the time of execution of the rental agreement, no later than the time of

execution of the rental agreement the landlord must provide each tenant who is a party to the rental agreement with written notice that the tenancy is exempt from relocation assistance. The notice requirement of this subparagraph (g)2. applies to rental agreements executed on or after September 1, 2023.

3. For the exemptions specified in subparagraphs (f)2., (f)3., and (f)4. of this subsection (17), if the landlord moves into the dwelling unit or onto the lot or parcel during the term of the rental agreement, within 30 days of occupying the dwelling unit or the lot or parcel, the landlord must provide each tenant who is a party to the rental agreement with a written notice that the tenancy will be exempt from relocation assistance once the landlord has occupied a dwelling unit on the lot or parcel as the landlord's principal residence for at least six months. The notice requirement of this subparagraph (g)3. applies to landlords moving into the dwelling unit or onto the lot or parcel on or after September 1, 2023.

4. For the exemptions specified in subparagraphs (f)8. and (f)9. of this subsection (17), at the same time that the landlord provides a notice of termination of the rental agreement, the landlord must provide each tenant who is a party to the rental agreement with a written notice that the tenancy is exempt from relocation assistance.

5. Except for landlords exempt from relocation assistance requirements pursuant to subparagraph (f)7., within 30 days of the date a landlord provides a tenant with the notice of exemption from relocation assistance required by subsections (g)1., (g)2., (g)3., or (g)4. of this subsection (17), the landlord must submit to the city a notice of relocation assistance exemption.

(h) A landlord required to pay relocation assistance pursuant to subparagraphs (a), (b) or (c) of this subsection (17) may subtract from the amount of relocation assistance required by those subparagraphs any amount paid by the landlord to the tenant pursuant to ORS 90.427.

(18) Termination of Tenancy – Reporting.

(a) Except as provided in subparagraph (b) of this subsection (18), a landlord shall report to the city all of the following:

1. A written notice of termination of a rental agreement that is delivered to the tenant and that results in a termination of tenancy. The landlord shall provide the city with a copy of the termination notice.

2. A tenant who vacates a dwelling unit on or before the date indicated in a written termination notice delivered by the landlord. The landlord shall provide the city with a copy of the termination notice.

3. Legal action taken by the landlord to remove a tenant from a dwelling unit that results in a termination of tenancy.

(b) A report required by subparagraph (a) of this subsection (18) must be filed with the city within 30 days of the date of the applicable action listed in that subsection.

(c) The requirements of subparagraph (a) of this subsection (18) do not apply in the case of a week-to-week tenancy.

(19) Compliance with Laws. Nothing in this section 8.425 diminishes or otherwise affects any duty of a landlord to comply with applicable requirements of federal, state, or local law.

(20) Administrative Rules. The city manager may, pursuant to section 2.019 of this code, adopt administrative rules for implementation of this section 8.425, including rules that prescribe the form and content of the written notices and reports required by this section 8.425.

(21) *Interpretations.*

(a) The city manager is empowered to render interpretations of sections 8.400 through 8.440 of this code.

(b) Such interpretations shall be consistent with the purpose of this code.

Section 4. Subsections (2)(a), (b) and (d), and subsection (5)(a) of Section 8.430 of the Eugene Code, 1971, are amended to provide as follows:

8.430 Rental Housing – Enforcement.

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(2) *Complaint.*

(a) A complaint may be filed by phone, e-mail, mail, or in person.

(b) A person who files a complaint must be:

1. A party to the current rental agreement covering the property in question or an agent of the party.

2. For alleged violations of EC 8.425(14), an individual who has paid an applicant screening charge or an agent of that individual.

3. For alleged violations of EC 8.425(15), an individual who has paid a security deposit or an agent of that individual.

4. For alleged violations of EC 8.425(16), an individual who has submitted a rental housing application or an agent of that individual.

5. For alleged violations of EC 8.425(17), an individual eligible for receipt of relocation assistance or an agent of the individual.

6. For alleged violations of EC 8.425(18) an individual who was a party to the rental agreement that is the subject of the notices required by EC 8.425(18) or an agent of the party.

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(d) Complaints shall be processed by the city manager. The city manager shall adopt rules pursuant to section 2.019 of this code that specify the procedure to be followed in processing complaints. Before initiating an investigation under subsection (3) of this section, the city manager shall:

1. Confirm that the complainant has standing to file a complaint;

2. Confirm that the subject of the complaint could be a violation of this code;

3. Except for complaints regarding violations of EC 8.425(14), (15) and (16), and complaints regarding lack of essential services, confirm that the owner or the owner's agent has had ten days since mailing of the written notice by the tenant to respond to the complaint;

4. For complaints regarding violations of EC 8.425(14), (15) and (16), and complaints involving lack of essential services, confirm that the owner or owner's agent has had 48 hours from the time the tenant provided written notice to respond to the complaint; and

5. Provide notice to the owner or the owner's agent of the complaint per written procedures.

(5) *Notices and Orders.*

(a) For valid complaints, the city manager shall issue an order to the owner or the owner's agent. The notice and order shall include the following:

1. Address and unit number if applicable;

2. A statement that the city manager has found a violation of section 8.425 of this code as alleged in the complaint;

3. A description of the violation;

4. Except as provided in subparagraph (5)(a)5. of this section, a deadline of ten days for remedying the violation, including completion of any repairs, unless the city manager determines that:

a. Repairs are needed to remedy the lack of essential services. Upon making this determination, the city manager shall fix a deadline for completing the repairs that is reasonable in the circumstances and is within 48 hours from issuance of the notice and order. However, if the city manager determines that the repairs cannot be completed within 48 hours, the owner or owner's agent shall, within 48 hours, submit a compliance schedule acceptable to the city; or

b. Necessary repairs of non-essential services cannot be completed within the ten-day period. If the city manager makes such a determination, the owner or owner's agent shall submit a compliance schedule acceptable to the city within ten days.

5. If the city manager finds a violation of EC 8.425 (15) or (16), a deadline of 48 hours for remedying the violation.

6. A statement advising the owner or the owner's agent that if the violation is not remedied by the deadline stated in the notice and order, the city manager may:

a. Issue an administrative civil penalty, or initiate a prosecution in municipal court, or both; and

b. Initiate action to recover all city costs associated with the processing of the complaint, investigation and the resolution of the issue.

7. A statement that the owner or the owner's agent may appeal the notice and order as specified in section 8.435 of this code; and;

8. If repairs are required to remedy the violation, the date after which a reinspection will be scheduled.

(b) The city manager shall deliver the notice and order, and any amended or supplemental notice and order, to the tenant and to the owner or the owner's agent by e-mail, personal delivery, phone, or first-class mail. If the complaint involves lack of essential services, the city manager shall provide such notice and order by e-mail, phone, and/or personal delivery.

Section 5. Section 8.437 of the Eugene Code, 1971, is added to provide as follows:

8.437 Rental Housing – Cause of Action for Failure to Pay Relocation Assistance.

A landlord that violates the relocation assistance provisions in EC 8.425(17) is liable to an individual eligible for relocation assistance in an amount equal to three months' rent for the dwelling unit as well as actual damages, relocation assistance, and reasonable attorney fees and costs; collectively, "damages." In addition to any other rights and remedies provided in this Rental Housing Code or other applicable local, state or federal law, any tenant claiming to be aggrieved by a landlord's violation of EC 8.425(17) has a cause of action in any court of competent jurisdiction for damages and any other remedies as may be appropriate.

Section 6. Subsection (2) of Section 8.440 of the Eugene Code, 1971, is amended to provide as follows:

8.440 Rental Housing – Registration and Fees.

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(2) The city manager, using the process contained in section 2.020 of this code, shall set a fee for each dwelling unit covered by a rental agreement. The revenues generated by the fee may be used for:

(a) Offsetting the costs to the city associated with the enforcement of this City Rental Housing Code; and

(b) Costs associated with providing services to tenants and owners and managers of rental housing, including but not limited to a rental housing navigator position, rental housing data collection, and tenant support services.

Section 7. Notwithstanding the requirements of EC 8.425(17)(g), rental agreements for tenancies described in EC 8.425(17)(f)1., (f)5., (f)6, (f)7., (f)10., and (f)11. executed and effective on or before the effective date of this ordinance are exempt from the relocation assistance requirements of EC 8.425(17) if within 30 days of the effective date of this ordinance, the landlord: (1) provides each tenant who is a party to the rental agreement with a written notice that the tenancy is exempt from relocation assistance; and, (2) except for tenancies described in EC 8.425(17)(f)7., submits to the city a notice of relocation assistance exemption.

Section 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 9. The City Recorder, at the request of, or with the consent of the City Attorney, is authorized to administratively correct any reference errors contained herein, or in other provisions of the Eugene Code, 1971, to the provisions added, amended, or repealed herein.

Passed by the City Council this

24th day of July, 2023

City Recorder

Approved by the Mayor this

25 day of July, 2023

Mayor