



Housing Choice Education Partnership

2014 CHANGES TO SOURCE OF INCOME DISCRIMINATION LAW IN OREGON

Oregon law prohibits discrimination in rental housing on the basis of protected class status, including race, religion, national origin, sex, marital or familial status, sexual orientation and source of income. Before July 1, 2014, landlords could refuse to rent to people receiving federal rent assistance, including Section 8 vouchers. Now, Oregon's fair housing law makes it unlawful for landlords to refuse to rent to an applicant for rental housing because the person receives assistance, such as a Section 8 voucher.

1. WHAT TYPES OF RENTAL ASSISTANCE ARE PROTECTED UNDER THIS LAW?

The law prohibits landlords from discriminating against tenants or applicants because of their source of income. Income is now defined to include a Section 8 voucher or any other local, state or federal housing assistance, such as short term rent assistance through a social service agency, Shelter Plus Care, or Temporary Aid to Domestic Violence Survivors (TADVS).

2. CAN A LANDLORD STILL SCREEN VOUCHER HOLDERS LIKE ANY OTHER APPLICANT?

Yes. Voucher holders will still need to fill out an application and be screened by the landlord like any other applicant. This means that the landlord can consider past conduct as a tenant. The landlord can also consider an applicant's ability to pay the rent, but the landlord must consider the amount of an applicant's rental assistance when determining if a person can pay the rent. A landlord's analysis of a voucher holder's ability to pay rent that is made by comparing the voucher holder's total income to the portion of the rent that the voucher holder pays out of pocket complies with the new law. For example, if a voucher holder pays 30% of their income in rent and the rest of the rent is paid with rental assistance, the applicant would qualify under a rental criterion that requires an applicant's income to be 3x their share of the rent since the applicant's income is more than 3x the applicant's share of the rent. If a person has short term rent assistance a landlord may be able to consider your ability to pay the total rent when the short term rent assistance ends depending on how long the rent assistance will last.

3. WHAT EXACTLY IS PROHIBITED BY THE NEW LAW?

It is now unlawful for a landlord or newspaper to advertise or state that rental assistance is not accepted, such as when an advertisement includes the phrase "No Section 8." It is also illegal for a landlord to refuse an application because the applicant has rental assistance. However, sometimes it is harder to tell if there has been a violation. For example, if a landlord uses a screening criterion that has the effect of screening out most or all voucher holders, the law may be violated.

4. WHAT SHOULD AN APPLICANT DO IF THEY BELIEVE THEY HAVE BEEN DISCRIMINATED AGAINST?

For questions about the new law, low-income renters may contact their local Legal Aid office. <http://oregonlawhelp.org/find-legal-help/directory/area>. People wishing to assert their legal claims may do so in one of two ways. The first way is to file an administrative complaint with the State of Oregon Bureau of Labor and Industries (BOLI). BOLI is the state agency that investigates and enforces fair housing law. BOLI can be contacted (971) 673-0764. Complaints must be filed with BOLI within one year of the discriminatory act. The second way is to file a lawsuit. A lawsuit must be filed within two years of the discriminatory act. It is not necessary to file a complaint with BOLI before filing a lawsuit. Landlords who have questions may contact the Fair Housing Council of Oregon at (800) 424- 3247 ext. 2 or the housing authority in their area. (Contact info)

SECTION 8 VOUCHERS

The section below applies to people who have a Section 8 Voucher.

MOVING IN

1. WHAT IF THE LANDLORD SAYS I DON'T MAKE ENOUGH MONEY TO QUALIFY TO RENT?

A landlord must take into account the value of your rental assistance when determining whether you meet the screening criteria for the rental property. Some landlords may require your income to be 3 times the rent to qualify. Tenant advocates believe the landlord should only consider your share of the rent when comparing your total income to the rent, rather than the total rent. For example, if the total rent is \$800 and your portion of the rent is \$300, you would qualify if your landlord requires you to have 3 times the rent so long as your income is at least \$900. Some landlord advocates disagree.

2. WHAT IF THE LANDLORD SAYS THAT THE HOUSING AUTHORITY INSPECTION PROCESS TAKES TOO LONG?

The law requires Housing Authorities to do timely inspections and process requests of tenancy approvals quickly. However, this process still takes some time. Depending on the size of the landlord, the number of people who have applied for the rental property, and the length of time a Housing Authority takes to inspect, a landlord may legally decide to rent to another applicant who does not have rental assistance and can lease up faster. However, a landlord cannot refuse to rent to you just because their might be a short wait for an inspection.

3. WHAT IF THE PROPERTY DOES NOT PASS THE INITIAL HOUSING AUTHORITY'S INSPECTION?

The Housing Authority inspection is done to make sure that the rental property meets certain standards. These standards are similar to those found in the Oregon Residential Landlord Tenant Act, which requires all landlords to keep their rental property habitable. In many situations, a landlord's responsibility to make repairs already exists under state law, and the Housing Authority inspection will mirror that responsibility. In these cases, a landlord's refusal to make

repairs could violate the Source of Income discrimination law and the Oregon Residential Landlord Tenant Act.

MOVING OUT

1. WHAT IF MY SECTION 8 LANDLORD CLAIMS THAT I DAMAGED THE PROPERTY AFTER I MOVE OUT?

The new law created a program to reimburse landlords in the event of any unpaid judgments against a Section 8 Voucher holder for unpaid rent or damage beyond reasonable wear and tear. This program is called the Housing Choice Landlord Guarantee Program and is administered by Oregon's Housing and Community Services Department (OHCS).

In order to protect yourself, it is very important to document the condition of the rental property both when you move in and when you move out. Take photographs of every room and the appliances. If possible, you should have a friend or family member walk through the rental property with you to take note of the rental home's condition. Also, make sure you provide your landlord with a forwarding address in writing when you move out so you can respond to any issues arising after you move-out.

2. HOW DOES THE HOUSING CHOICE LANDLORD GUARANTEE PROGRAM WORK?

Before a landlord can be reimbursed through the Guarantee Program, they must first obtain a court award against you, called a judgment, for property damage beyond reasonable wear and tear, unpaid rent, or other damage. The judgment must be from the court in the county where the rental property is located. Within one year of obtaining the judgment, the landlord can submit a request to OHCS for reimbursement. OHCS will reimburse the landlord for the amount of property damage beyond wear and tear, unpaid rent, or other damage in the Judgment up to \$5,000. The total amount of the Judgment must be at least \$500 (the Judgment may contain amounts that are not reimbursable through the Guarantee Program). You will get notice from OHCS if your landlord is reimbursed through the Program.

Once the Guarantee Program reimburses the landlord, the landlord must file a document with the Court stating that the Judgment has been paid in the amount of the reimbursement.

3. WILL I HAVE TO PAY BACK THE MONEY THAT THE GUARANTEE PROGRAM REIMBURSES MY LANDLORD?

In most cases, yes. Once a landlord is paid through the Guarantee Program, OHCS will require you to pay all or part of the amount of the reimbursement back. You can ask OHCS for a repayment plan. The repayment plan should take into consideration your family size, your monthly income, other debt obligations you have, and your ability to meet your household needs.

You may request a waiver of your obligation to reimburse OHCS if you have good cause. To determine if you have good cause, OHCS may consider whether the landlord has already been paid by you or someone else, if the damage to the rental property was caused by a crime in which you or a household member was the victim (including domestic violence, stalking or sexual assault), if you do not have enough income to meet your minimum needs, and other

extenuating circumstances. You have the right to ask for a hearing if OHCS finds that you do not have good cause to waive your obligation to reimburse OHCS.

4. WHAT IF I DON'T THINK I OWE OHCS ANY MONEY OR I MISS A PAYMENT UNDER MY REPAYMENT AGREEMENT WITH OHCS?

You have the right to contest whether you owe money to OHCS through the Guarantee Program. You also have the right to contest whether you did not respond to OHCS's efforts to seek reimbursement or you failed to make a payment under the repayment plan. If OHCS believes that you have violated your obligations, OHCS will mail you a Notice of Noncompliance by registered or certified mail to your last known address and the address where you were served with the landlord's court papers, if that address is different. This Notice of Noncompliance will outline the amount that you owe and explain your right to a hearing to contest the amount OHCS claims you owe them.

OHCS may also waive your noncompliance for good cause. The factors that OHCS may consider when determining if you have good cause are discussed in the answer to question 6. You have the right to ask for a hearing on OHCS's refusal to waive your noncompliance due to a finding of no good cause.

5. WHAT WILL OHCS DO TO COLLECT THE TOTAL AMOUNT I OWE IF I DO NOT RESPOND OR DO NOT MAKE A PAYMENT UNDER A PAYMENT AGREEMENT AND DO NOT ASK FOR A HEARING?

OHCS may pursue any rights, remedies, or process available by law for the collection of the total amount that the Guarantee Program paid your landlord. This means that the debt could be sent to a collection agency, taken out of your tax return, or might be subject to other lawful collection efforts.

6. COULD I LOSE MY SECTION 8 VOUCHER IF MY LANDLORD IS REIMBURSED THROUGH THE GUARANTEE PROGRAM?

No. Housing Authorities have the right to get information from OHCS about whether you have made payments under the terms of your repayment agreement or not. Failure to make a payment to OHCS is not grounds for the Housing Authority to propose termination of your Section 8 Voucher. However, in some cases, damage that a tenant causes to the rental unit is grounds for the Housing Authority to propose termination of your Section 8 voucher. Also, committing a serious or repeated violation of your lease (which may include damage beyond reasonable wear and tear) is grounds for the Housing Authority to propose termination of your Section 8 Voucher. A judgment against you for money owed to your landlord for damage or other failures to comply with the terms of the rental agreement may be used by the Housing Authority to support the proposed termination. If the Housing Authority is proposing to terminate your Section 8 Voucher, call your local legal aid office for further advice. You may also go to www.oregonlawhelp.org for additional information about your rights.