



Oregon

Tina Kotek, Governor

AGENDA ITEM NO.

I.C.

**Notice of Agency
OREGON REAL ESTATE BOARD
Regular Meeting Agenda
Online
April 6, 2026**

Real Estate Agency
775 Summer St. NE, Suite 330
Salem, Oregon 97301
Phone: (503) 378-4170
www.oregon.gov/rea

- I. BOARD BUSINESS - Chair Juarez**
 - A. Call to Order
 - B. Chair Juarez comments/Roll Call
 - C. Approval of the Agenda and Order of Business
 - D. Approval of 02.02.26, regular meeting minutes
 - E. Date of the Next Meeting: 06.01.26 to begin at 10am, Location: Online
- II. PUBLIC COMMENT - Chair Juarez**
 - This time is set aside for persons wishing to address the Board on matters not on the agenda. Speakers will be limited to five minutes.
 - The Board Chair reserves the right to further limit or exclude repetitious or irrelevant presentations. If written material is included, 12 copies of all information to be distributed to board members should be given to the Board Liaison prior to the meeting.
 - Action will not be taken at this meeting on citizen comments. The Board, however, after hearing from interested citizens, may place items on a future agenda so proper notice may be given to all interested parties.
 - If no one wishes to comment, the next scheduled agenda item will be considered.
- III. REQUESTS FOR WAIVERS - Chair Juarez**
 - A. None
- IV. PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER - Chair Juarez**
 - A. RE PIXS, LLC
 - B. Shane Musselwhite
- V. BOARD ADVICE/ACTION - Deputy Commissioner Higley**
 - A. None
- VI. NEW BUSINESS – Deputy Commissioner Higley**
 - A. 2026 Legislation Session Wrap Up – Michael Hanifin
- VII. ADMINISTRATIVE ACTIONS SUMMARY - Chair Juarez**
- VIII. REPORTS – Chair Juarez**
 - A. Agency reports-Deputy Commissioner Higley
 1. Communications – Mesheal Tracy
 2. Regulation Division – Elli Kataura
 3. Compliance Division – Liz Hayes
 4. Land Development Division – Michael Hanifin
 5. Licensing Division – Nenah Darville
 6. Administrative Services Division – Reba Dunnington
- IX. ANNOUNCEMENTS – Chair Juarez.** Next board meeting: 06.01.26 to begin at 10am, Location: Online
- X. ADJOURNMENT – Chair Juarez**

Interpreter services, auxiliary aids for persons with disabilities, and access to attend remotely by videoconference are available upon advance request.



Oregon

Tina Kotek, Governor

AGENDA ITEM NO.

I.D.

Real Estate Agency
775 Summer St. NE, Suite 330
Salem, Oregon 97301-1283
Phone: (503) 378-4170
www.oregon.gov/rea

OREGON REAL ESTATE BOARD
Regular Meeting Minutes
Online
February 2, 2026
10:00 a.m.

BOARD MEMBERS PRESENT:

Michael Warren
Jessenia Juarez
Stacy Ellingson
Debra Neal
LaTasha Beal
Dawn Duerksen
Jose Gonzalez

BOARD MEMBERS ABSENT:

James Komro
Tom Tapia

OREA STAFF PRESENT:

Steve Strode, Commissioner
Anna Higley, Deputy Commissioner
Elli Kataura, Regulation Division Manager
Liz Hayes, Compliance Division Manager
Michael Hanifin, Land Development Division Manager
Reba Dunnington, Administrative Services Division Manager
Nenah Darville, Licensing Division Manager
Mesheal Tracy, Communication, Policy & DEI Director

- I. BOARD BUSINESS – Chair Juarez**
 - A. Call to Order
 - B. Chair Juarez comments/Roll Call
 - C. Approval of the Agenda and Order of Business

MOTION TO APPROVE 02.02.26 REGULAR MEETING AGENDA BY MICHAEL WARREN

SECONDED BY LATASHA BEAL

MOTION CARRIED BY UNANIMOUS VOTE

- D. Approval of 12.01.25, regular meeting minutes

MOTION TO APPROVE 12.01.25 REGULAR MEETING MINUTES AS SUBMITTED BY DEBRA NEAL

SECONDED BY DAWN DUERKSEN

MOTION CARRIED BY UNANIMOUS VOTE

- E. Date of the Next Meeting: 04.06.26 to begin at 10am, Location: Online

II. PUBLIC COMMENT – Chair Juarez

- A. None

III. REQUESTS FOR WAIVERS – Chair Juarez

- A. None

IV. PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER –Chair Juarez

- A. None

V. NEW BUSINESS - Commissioner Strode

- A. 2026 Legislative Session – Michael Hanifin

VII. ADMINISTRATIVE ACTIONS SUMMARY – Chair Juarez

VII. REPORTS – Chair Juarez

A. Commissioner Strode

B. Agency division reports-Deputy Commissioner Higley

1. Regulation Division – Elli Kataura
2. Compliance Division – Liz Hayes
3. Land Development Division – Michael Hanifin
4. Licensing Division – Nenah Darville
5. Administrative Services Division – Reba Dunnington
6. Communications – Mesheal Tracy

VIII. ANNOUNCEMENTS – Chair Juarez Next board meeting: 04.06.26 to begin at 10am, Online

IX. ADJOURNMENT – Chair Juarez



PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER

Rev. 3/2022

AGENDA ITEM NO.

IV.A.

INSTRUCTIONS

To petition the Real Estate Board for approval of qualifications to become an applicant for certification as a continuing education provider, the petitioner must complete this form and submit it by e-mail to nenah.y.darville@rea.oregon.gov a least 21 days before the next scheduled Board meeting at which the applicant wishes the Board to act.

IMPORTANT:

- If the petitioner is an entity, the information provided must pertain to that entity. If the petitioner is an individual, the information provided must pertain to that individual.
- All information and documents submitted as part of this petition become part of the Board Packet, and therefore, public record.
- Petitioners will need to appear before the Board. This may be done in person or by phone. Once the Agency receives this completed petition, a letter will be sent to the petitioner with the date of the Board meeting the petitioner will need to attend.
- Please do not submit any class or course information as the Oregon Real Estate Agency Board is not able to review or consider this information.

If the Board approves this petition, the Agency will email a letter to the petitioner, confirming the Board's approval. The petitioner may then apply for certification as a continuing education provider under OAR 863-020-0030.

PETITIONER

Name _____ Phone Number _____

Physical Address _____ Address Cont. _____

City _____ State _____ Zip Code _____ County _____

E-mail _____

Mailing Address (if different) _____ Address Cont. _____

City _____ State _____ Zip Code _____ County _____

AUTHORIZED CONTACT PERSON

Prefix _____ First Name _____ Last Name _____

Phone Number _____ E-mail _____

Indicate who will appear before the board on behalf of the Petitioner: _____





AGENCY USE ONLY

Approved by Board YES NO

Review Date _____


PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER, Continued

AUTHORIZATION AND ATTESTATION
<ul style="list-style-type: none"> I hereby certify that I am authorized to submit this form on behalf of the petitioner and that the information is true and accurate, to the best of my knowledge. I certify that petitioner, or authorized individual on petitioner's behalf, has read, understands and is ready to comply with the statutory and administrative rule provisions applicable to certified continuing education providers. I attest that petitioner knows and understands the responsibilities of a certified continuing education provider under OAR 863-020-0050. I attest that petitioner knows and understands the requirements of an instructor under ORS 696.186 and the information required on a continuing education instructor qualification form under OAR 863-020-0060.

I UNDERSTAND:			
	Initials	Date Completed	Agency Use Only
I will complete the Continuing Education Provider Application and will pay the \$300 fee upon Board approval.			ND
I understand the requirements of an education provider as outlined in Oregon Administrative Rules (OAR) Chapter 863, Division 20.			ND
Petitioner has demonstrated their experience and expertise in two or more course topics eligible for continuing education credit as listed in OAR 863-020-0035.			ND
Petitioner has demonstrated their experience in providing educational courses to real estate licensees.			ND

Date: _____

Printed Name of Authorized Individual



 Signature of Authorized Individual



Petitioner: RE PIXS, LLC

At RE PIXS, LLC, we are deeply passionate about empowering Oregon's real estate community. We are seeking certification as a Continuing Education Provider because we believe agents deserve courses that are not only legally sound but also practically relevant to the digital world we all work in. Our unique qualification stems from a blend of technical mastery and rigorous legal oversight, ensuring your agents get the very best.

Our Expertise: A Foundation of Law and Real-World Media

Our specialized knowledge aligns perfectly with the Continuing Education requirements under **OAR 863-020-0035**, focusing on the topics that matter most today:

1. **Advertising Regulations (OAR 863-015-0125) / Real Estate Law**
 - **Our Unique Angle:** We bring **14 years of hands-on experience** in the real estate visual media space, which gives us a unique perspective on the "Advertising Rule." We don't just talk about the law; we live it. Our expertise is focused on helping agents make their high-tech media—like drone footage and 3D tours—meet the **OAR 863-015-0125** "Immediately Noticeable" and "Truth in Advertising" standards without the headache.
 - **Course Focus:** Our class, *"Navigating Oregon Advertising Regulations and Digital Media Compliance,"* is built to give agents a clear, actionable compliance checklist for social media, video, and 3D tours, protecting their Principal Broker from vicarious liability.
2. **Misrepresentation in Real Estate Transactions / Risk Management (ORS 696.301)**
 - **Our Unique Angle:** We teach agents how to use their media as a **"Safe Harbor"** against misrepresentation claims. We focus on the power of **3D Digital Twins** to provide an objective, uneditable record of a property's condition, which is a broker's best defense against the "he-said-she-said" claims that can follow a closing.
 - **Course Focus:** Our class, *"Visual Integrity: Reducing Risk and Preventing Misrepresentation,"* is a vital guide to the new "Visual Honesty" standard. We teach agents where the line is between harmless "puffery" and actionable misrepresentation under **ORS 696.301**, ensuring their photos are beautiful *and* legally bulletproof.

Commitment to Educational Quality & Legal Partnership

To ensure the highest quality and accuracy, we have taken a crucial step that sets us apart from other providers:

- **External Legal Review by Rational Unicorn LLC:** All course materials produced by RE PIXS, LLC are reviewed and vetted by **Rational Unicorn LLC, a trusted legal counsel in Portland, Oregon**. This partnership guarantees that all our instruction regarding Oregon Administrative Rules and Revised Statutes is accurate, current, and legally sound. By integrating a 14-year technical background with formal legal oversight, we provide licensees with a defensive framework that is both technologically advanced and statutorily compliant.

We are excited about the opportunity to partner with the Board to deliver specialized, high-impact education that truly manages the evolving risks for Oregon licensees.

To: The Oregon Real Estate Agency Continuing Education Board

Subject: Supplemental Documentation for Continuing Education Provider Petition

This document provides the requested additional detail regarding RE PIXS, LLC's history, core mission, and specific qualifications, demonstrating the entity's long-standing expertise and ability to provide highly specialized continuing education.

1. Entity Background and History of Innovation

RE PIXS, LLC has been a principal driver of technology adoption in the Pacific Northwest real estate market for over a decade. To date, we have photographed over 20,000 properties, offering a full range of services including high-end photography, video, 3D tours, drone media, and more.

- **Pioneering Technology:** Our team was integral to the initial rollout and adoption of immersive media technology in Portland, including piloting the regional presence of 3D Matterport digital twins and serving on the initial advisory team for Zillow 3D Home Tours and walkthroughs. This has given us unparalleled, hands-on knowledge of the technical creation and consumer impact of high-tech real estate advertising.
- **A Decade of Education:** For years, RE PIXS has proactively shared this expertise with the industry. We have a history of teaching real estate marketing and technology classes in partnership with accredited CE providers and leading industry institutions, including title companies and various regional real estate offices. Our content has consistently focused on the practical application of emerging marketing technology and compliance, regardless of which photographer/media company an agent works with.

2. Transition to a Compliance-Based Education Shield

While our roots are in media production, the evolution of digital advertising—and the new risks it presents—has led to a strategic transition. Our current mission is to become a compliance-based shield for real estate agents against legal and regulatory risk.

Our deep investment in this area is a direct result of the services we provide. We are experts in sophisticated virtual edits—including virtual staging, digital twilight conversions, and advanced Photoshop corrections—which means we are constantly working on the fine line between enhancement and misrepresentation. This intimate knowledge is the foundation of our commitment to compliance education.

The constant evolution of state law (e.g., **OAR 863-015-0125** and **ORS 696.301**) has created a critical, underserved niche: the need for education that connects technical execution to legal compliance. Many new media companies lack even the slightest knowledge of marketing law, inadvertently putting agents and their Principal Brokers at risk.

We want to be clear that we are not a law firm and do not provide legal advice, but we are committed to the highest level of accuracy and compliance. This is why we pay for all of our course material, business practices, and media production standards to be legally reviewed by professional counsel. This ensures the information provided to agents and brokerages is accurate, defensible, and up-to-date.

We are pursuing our own CE Provider certification because we specialize in this niche, and agents are actively seeking this information. We aim to be the trusted source for compliant media creation and to offer guides for realtors to audit media created by *other* companies.

3. Core Qualifications and Expertise

RE PIXS' qualifications are built on this 14-year history, providing deep expertise in key eligible course topics as defined in OAR 863-020-0035:

- **Advertising Regulations:** We have 14 years of on-the-ground experience applying OAR 863-015-0125 to video and 3D media. We pioneered compliance methods, such as the "3-Second Branding Intro," to satisfy the new "Immediately Noticeable" and HB 3137 branding hierarchy rules.
- **Misrepresentation in Real Estate:** Our curriculum is uniquely focused on ORS 696.301 as it relates to visual deception, teaching agents and brokers how digital edits (lens use, sky-swaps, object removal) can become actionable misrepresentation, and how 3D Tours serve as a legal defense.
- **Risk Management:** We instruct agents on the major risk areas they face from unlicensed drone operations (FAA Part 107), strict Oregon drone privacy statutes (ORS 837), and the risks associated with non-transferable Federal Copyright for listing images.
- **Real Estate Law or Regulation:** Every course is vetted by external legal counsel to ensure that all instruction on Oregon statutes (like ORS 696.301) and administrative rules is current and legally sound, transitioning the focus from "marketing" to "regulatory compliance."

We understand that RE PIXS, LLC may not fit the typical profile of a Continuing Education instructor, but we are petitioning because we genuinely feel we are an exception to the rule. We want to serve agents and protect them, while simultaneously ensuring that our own practices are compliant and continually up-to-date on the constant changes in the online marketing world. We have been in the business so long and have witnessed mistakes all the time; our greatest desire is to educate agents on the specific, small things they can do to protect both their license and their brokerage from unnecessary risk. We are hopeful for consideration and look forward to the next steps.



PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER

Rev. 3/2022

AGENDA ITEM NO.

IV.B.

INSTRUCTIONS

To petition the Real Estate Board for approval of qualifications to become an applicant for certification as a continuing education provider, the petitioner must complete this form and submit it by e-mail to nenah.y.darville@rea.oregon.gov a least 21 days before the next scheduled Board meeting at which the applicant wishes the Board to act.

IMPORTANT:

- If the petitioner is an entity, the information provided must pertain to that entity. If the petitioner is an individual, the information provided must pertain to that individual.
- All information and documents submitted as part of this petition become part of the Board Packet, and therefore, public record.
- Petitioners will need to appear before the Board. This may be done in person or by phone. Once the Agency receives this completed petition, a letter will be sent to the petitioner with the date of the Board meeting the petitioner will need to attend.
- Please do not submit any class or course information as the Oregon Real Estate Agency Board is not able to review or consider this information.

If the Board approves this petition, the Agency will email a letter to the petitioner, confirming the Board's approval. The petitioner may then apply for certification as a continuing education provider under OAR 863-020-0030.

PETITIONER

Name Shane Musselwhite Phone Number (503) 705-8111

Physical Address 9330 SE Hideaway Ct Address Cont. _____

City Damascus State OR Zip Code 97089 County Clackamas

E-mail shane@shanemusselwhite.com

Mailing Address (if different) _____ Address Cont. _____

City _____ State _____ Zip Code _____ County _____

AUTHORIZED CONTACT PERSON

Prefix Mr. First Name Shane Last Name Musselwhite

Phone Number (503) 705-8111 E-mail shane@shanemusselwhite.com

Indicate who will appear before the board on behalf of the Petitioner:

Shane Musselwhite

AGENCY USE ONLY

Approved by Board YES NO

Review Date _____

PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER, Continued

QUALIFICATION INFORMATION

Provide below sufficient information about the petitioner to allow the Board to determine whether the petitioner qualifies for certification. **If the petitioner is an entity, the information provided must pertain to that entity. If the petitioner is an individual, the information provided must pertain to that individual.**

Information **MUST** include one or both of the following:

- Petitioner's demonstrated expertise and experience in providing educational courses to real estate licensees.
- Petitioner's demonstrated experience and expertise in two or more course topics eligible for continuing education credit under OAR 863-020-0035.

You may attach up to **three (3)** additional pages if necessary.

I have delivered an estimated 6 to 12 live educational sessions to Oregon real estate licensees between approximately 2009 and 2024. These in-person classes were hosted at real estate brokerages and title company offices in the Portland metro area, with continuing education credit provided by Chicago Title and First American Title. Class sizes typically ranged from 10 to 40 licensees per class. Topics covered practical financing issues directly relevant to real estate transactions, including: Understanding conventional, FHA and VA loan products and qualification standards
Interpreting loan estimates, lender credits and closing disclosures
Preparing buyers for underwriting, appraisals and realistic closing timelines
Letters of support from Paula Brotherton (Premiere Property Group), Linda Davis (Windermere Realty Partners) and Lisa Bettendorf (Premiere Property Group) confirm my instructional experience and the educational value provided to attendees.
I believe this experience meets both required criteria under OAR 863-020-0020(1)(j)

My 32+ years as a full-time Oregon mortgage loan officer and broker provide deep, practical expertise in multiple CE-eligible topics, including:
Real estate financing (OAR 863-020-0035(3)(t)): Extensive experience originating residential purchase loans across conventional, FHA, VA and portfolio products; advising agents and buyers on qualification, pricing structures, and cost impacts.
Business practices (OAR 863-020-0035(3)(e)): Working with real estate licensees on hundreds of transactions, explaining loan estimates vs. closing disclosures, lender compensation models, and setting appropriate buyer expectations to prevent transaction fall-out.
Ethics (OAR 863-020-0035): Regular guidance to agents on RESPA-compliant lender comparisons, avoiding steering, and transparent communication of financing options and cost.
My proposed courses build directly on this transaction-level experience to help licensees better serve Oregon home buyers while maintaining compliance with agency duties and federal regulations.
This combination of direct teaching experience with real estate licensees and extensive subject-matter expertise in multiple CE-eligible topic qualifies me to serve as a continuing education provider.

PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER, Continued

AUTHORIZATION AND ATTESTATION

- I hereby certify that I am authorized to submit this form on behalf of the petitioner and that the information is true and accurate, to the best of my knowledge.
- I certify that petitioner, or authorized individual on petitioner's behalf, has read, understands and is ready to comply with the statutory and administrative rule provisions applicable to certified continuing education providers.
- I attest that petitioner knows and understands the responsibilities of a certified continuing education provider under OAR 863-020-0050.
- I attest that petitioner knows and understands the requirements of an instructor under ORS 696.186 and the information required on a continuing education instructor qualification form under OAR 863-020-0060.

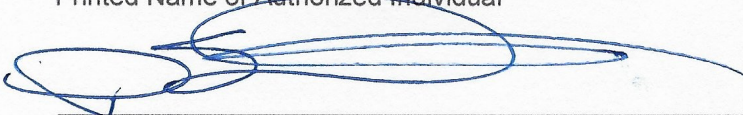
I UNDERSTAND:

	Initials	Date Completed	Agency Use Only
I will complete the Continuing Education Provider Application and will pay the \$300 fee upon Board approval.	<i>DSH</i>	<i>3/2/26</i>	✓ ND
I understand the requirements of an education provider as outlined in Oregon Administrative Rules (OAR) Chapter 863, Division 20.	<i>DSH</i>	<i>3/2/26</i>	✓ ND
Petitioner has demonstrated their experience and expertise in two or more course topics eligible for continuing education credit as listed in OAR 863-020-0035.	<i>DSH</i>	<i>3/2/26</i>	✓ ND
Petitioner has demonstrated their experience in providing educational courses to real estate licensees.	<i>DSH</i>	<i>3/2/26</i>	✓ ND

D. SHANE MUSSELWHITE

Date: *3/2/2026*

Printed Name of Authorized Individual



Signature of Authorized Individual

Reset **Print Form**

Re: Shane Musselwhite

To Whom It May Concern:

I have known Shane Musselwhite both personally and professionally for over 25 years—first in my years in the mortgage business, and for the last 11 years in my capacity as an Oregon Real Estate Broker and Principal Broker.

It's my understanding that Shane is seeking to become an approved CE Provider in Oregon, and I can unequivocally say that this is something he is extremely qualified to do. Shane has always approached real estate lending in a cerebral and ethical manner, and has a true desire to make our industry better. He has higher professional and ethical standards for himself and those he associates with than just about anyone I know.

As we all know, there is a substantial difference between knowing and teaching. Shane not only has a phenomenal understanding of real estate lending, but an innate ability to convey ideas and concepts to others in a meaningful way. Personally, I've endured hundreds of hours of CE, and the instructor/provider makes a huge difference. I would happily take any course Shane provides, because I know the information will be accurate, meaningful to my business, and conveyed in a way that is both interesting and thought-provoking.

Administratively, I can also add that Shane is extremely organized and professional. I have zero doubt in his ability to maintain accurate CE records with integrity.

Sincerely,

Paula Brotherton

Oregon Principal Broker, License 201212763

Premiere Property Group, LLC

503.730.6825

Shane Musselwhite

From: Lisa K Bettendorf <lisabettendorf@yahoo.com>
Sent: Friday, February 20, 2026 3:42 PM
To: Shane Musselwhite
Subject: Recommendation

- Shane Musselwhite Recommendation

I am pleased to write this letter in support of Shane Musselwhite's petition to be recognized as a continuing education provider for Oregon real estate licensees. My name is Lisa Bettendorf, and I serve as Vice President of Training and Education for Premiere Property Group. In that capacity, I am responsible for identifying and evaluating educational content and instructors for our brokers.

Over the years, Shane has taught multiple classes attended by Premiere Property Group agents, including sessions focused on loan options, buyer qualification, and understanding how different types of lenders and loan structures affect a client's costs and risks. These classes were typically offered in partnership with title companies that provided the CE credit, and they drew solid participation from both new and experienced brokers.

Shane's strengths as an instructor include his depth of mortgage experience, his ability to translate that experience into clear, practical guidance for agents, and his neutral, educational tone. He focuses on helping licensees ask better questions, set realistic expectations with clients, and avoid misunderstandings that can derail a transaction.

From my perspective as an education leader, Shane's courses have been valuable additions to our training offerings, and I believe he has the qualifications and track record necessary to serve as an approved continuing education provider.

Sincerely,



LISA BETTENDORF | VP of Education & Training / Oregon Principal Broker

Cell: 503.341.0275. Email: lisabettendorf@yahoo.com



**REALTY
PARTNERS**

**Linda Davis, Principal Broker/Realtor
12550 SE 93rd Avenue, Suite 120
Clackamas, OR 97015
Cell: 503-320-9510
Email: Linda@LindaDavisRealEstate.com**

February 25, 2026

To whom it may concern,

I am writing to support the petition of Shane Musselwhite to serve as a continuing education provider for Oregon real estate licensees.

My name is Linda Davis, and I am a licensed Realtor & Principal Broker with Better Homes & Gardens Realty Partners in the State of Oregon. I have worked with Shane on multiple transactions over the years and have also attended several of his educational classes offered to local agents.

Between approximately 2009 and November 2024, I participated in a number of live sessions where Shane presented on mortgage and financing topics, including understanding loan estimates and closing costs, comparing lender options, and preparing buyers for the underwriting process. These classes were typically arranged through title companies that provided CE credit, and they were consistently well received by the agents who attended.

Shane is a knowledgeable and patient instructor. He presents information in a way that is accessible to both newer and more experienced brokers. He is careful to focus on education—helping us understand how financing choices affect our clients—rather than on promoting himself or any specific lender.

Based on my experience in his classes and in transactions, I believe Shane is well qualified to offer high-quality continuing education that benefits Oregon licensees and their clients.

Sincerely,

Linda Davis

Licensed Principal Broker & Realtor

Better Homes & Gardens Realty Partners

ADMINISTRATIVE ACTIONS
Reported 1/16/2026
through 3/25/2026

AGENDA ITEM NO.

VII.

REVOCATIONS

Willis, Dianne, Principal Broker PB.990600089, Stipulated Order dated January 30, 2026, issuing a revocation.

Penselin, Donald W, Broker B.200612099, Stipulated Order dated February 6, 2026, issuing a revocation.

Collins, Lisa C, Principal Broker PB.201212857, Default Final Order dated February 17, 2026, issuing a revocation and \$10,000.00 civil penalty.

Howell, Thomas L, Principal Broker PB.780900142, Default Final Order dated March 19, 2026, issuing a revocation.

SUSPENSIONS

Paris, Claire D, Principal Broker PB.200309285, Final Order dated February 3, 2026, issuing a suspension.

REPRIMANDS

Giglio, Anthony, Principal Broker PB.201246300, Stipulated Order dated January 26, 2026, issuing a reprimand.

Cumberland, Lynn S, Principal Broker PB.920600009, Stipulated Order dated February 18, 2026, issuing a reprimand.

Dillard, Jennifer, Principal Broker PB.201225252, Stipulated Order dated March 13, 2026, issuing a reprimand.

Allie, Cammie A, Property Manager PM.201002046, Stipulated Order dated March 17, 2026, issuing a reprimand.

McClellan, Suzanne L, Property Manager PM.200412205, Stipulated Order dated March 17, 2026, issuing a reprimand.

CIVIL PENALTIES

Weidman-Clarke, Georgia S, Principal Broker PB.901000079, Stipulated Order dated March 6, 2026, issuing a \$1,000.00 civil penalty.

Expired — Late Renewal civil penalties are computed using each 30-day period as a single offense. The civil penalty for the first 30-day period can range from \$100-\$500, with each subsequent 30-day period ranging from \$500-\$1,000. ORS 696.990

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
DIANNE WILLIS) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Dianne Willis (Willis) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Willis was licensed as a principal broker with High Lakes Realty & Property Management (HLR).

1.2 On October 24, 2025, HLR was notified that clients' trust account ending in 5441 (CTA-SD #5441), which holds security deposits, had been selected for reconciliation review. Records for August 2025 were requested and received.

1.3 Willis's attorney Erika Wilson (Wilson) provided a letter to the Agency which included that Willis had discovered commingling and misuse of funds from the clients' trust account. Wilson also wrote that Willis had reimbursed CTA-SD #5411 in full, using her personal funds. In an interview with Agency Investigator Cidia Nañez (Nañez), Willis stated that Donald William Penselin, Jr. (Penselin), a broker and property manager with HLR, was the individual who misused the funds.

1.4 A review of the August 2025 'Bank Account Balance Breakdown' report for CTA-SD #5441, showed a negative balance of -\$45,617.03.

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ORDER

IT IS HEREBY ORDERED that Dianne Willis's principal broker license be revoked. This order is interrelated with a Stipulated Order for Revocation for Donald William Penselin. This revocation will be effective March 1, 2026, as licensees cease operations by February 28, 2026, for High Lakes Realty & Property Management in compliance with all applicable statutes and rules.

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:
Dianne Willis
EDA13AB3941940C...

Signed by:
Steve Strode
E2C2D0097AD8471...



DIANNE WILLIS

STEVEN STRODE

Real Estate Commissioner

Date 1/29/2026 | 12:29 PM PST

Date 1/30/2026 | 10:39 AM PST

Date of Service: 1/30/2026

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of

DONALD WILLIAM PENSELIN, JR.

STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Donald William Penselin, Jr. (Penselin) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Penselin was licensed as a real estate broker associated to High Lakes Realty & Property Management (HLR).

1.2 On October 24, 2025, HLR was notified that clients' trust account ending in 5441 (CTA-SD #5441), which holds security deposits, had been selected for reconciliation review. Records for August 2025 were requested and received.

1.3 Attorney Erika Wilson (Wilson) provided a letter to the Agency which included that principal broker with HLR Dianne Willis (Willis) had discovered commingling and misuse of funds from the clients' trust account. In addition, Wilson wrote that Willis had reimbursed CTA-SD #5441 in full, using her personal funds.

1.4 Willis later clarified that Penselin was the individual who had misused funds.

1.5 A review of the August 2025 'Bank Account Balance Breakdown' report for CTA-SD #5441, showed a negative balance of -\$45,617.03.

1.6 The line item in the report that had the negative balance had the name "Unspecified" in the owner's column. In the address or property column, the address listed was the physical address for HLR.

1 1.7 In an interview with Agency Investigator Cidia Nañez (Nañez), Willis explained
2 that Penselin is her son. Willis said that Penselin told her about the missing funds
3 approximately two months before the Agency’s clients’ trust account review.

4 1.8 In an interview with Nañez, Penselin said that he had created the “Unspecified”
5 account two and half years ago when he first started misappropriating funds.

6 1.9 In his interview, Penselin explained that when tenants paid their rent or their
7 security deposits in cash, he took those funds. Penselin further explained that when he took
8 the cash, he would use the security deposit account to repay the funds he had taken.

9 1.10 Penselin explained he used some funds to pay for a property owner or tenant,
10 but some funds were for personal use.

11 1.11 A review of the August 2025 bank statement for CTA-SD #5441 showed five
12 checks that had cleared the bank. Penselin provided documentation to Nañez that all five
13 checks were used for the benefit of the property owner and/or a tenant.

14 1.12 Penselin explained that in instances where tenants vacated the property owing
15 outstanding balances, he used funds from the security deposit accounts to ensure that the
16 owner was paid what was owed by the tenant. Penselin explained that the same approach was
17 taken with tenant-cause damages. According to Penselin, this was not a standard or routine
18 practice but occurred only in a limited number of cases involving problematic tenants or
19 unusually difficult move-outs.

20 1.13 Regarding how funds were used to benefit a property owner, Penselin gave an
21 example of a check written to a property owner writing, “This rent was due out of SD for unpaid
22 rent. Tenant had not vacated yet, so the money was sent directly from SD account. It should
23 have been put against rent and then sent from CTA account, but the concern was that it would
24 confuse posted notices for monies owed....”

25 1.14 A review of the September 2025 bank statement for CTA-SD #5441 showed nine
26 checks that had cleared the bank. According to the documentation Penselin provided to
27 Nañez, six of the checks were used to benefit the owner or a tenant. One check, in the amount
28 of \$1,200.00 was used to benefit Penselin.

1 **(1) Conclusion of Law:** Penselin admitted to misusing funds from a clients' trust account.
2 This act is Grounds for Discipline under ORS 696.301(3) as it incorporates ORS
3 696.301(12)(14)(15) 2023 Edition.

4 1.15 The August and September 2025 bank statements showed three checks which
5 were not processed in sequential order. The August and September 2025 Bank Reconciliation
6 showed Penselin assigned different check numbers in HLR's accounting software, Buildium, to
7 those same three transactions.

8 1.16 During the settlement process with the Agency, Wilson provided the following
9 explanation, "Penselin explained that any checks that were issued out of numerical order was
10 not done to manipulate or conceal transactions but rather resulted from poor recordkeeping
11 and a failure to consistently track when checks were pulled or to update records during
12 reconciliation. Penselin described these as administrative oversights."

13 1.17 A review of an additional clients' trust account, ending in 9544 (CTA #9544)
14 showed multiple checks which were processed out of sequential order for the months of
15 August and November 2025. The following explanation was provided to the Agency, "Penselin
16 also described this as an administrative oversight due to poor recordkeeping."

17 1.18 In his interview, Penselin explained there were times when he would pay for
18 tenant damage to a unit or unpaid rent, taken out of CTA-SD #5441, the payment would come
19 from HLR, and the owner's statement would show payment from a different account than the
20 standard Rent CTA account from which owner draws are typically paid. Penselin further
21 explained that the chances of the property owners noticing that the check was issued from a
22 different account than usual were slim.

23 1.19 A review of the August and September 2025 Bank Reconciliation report showed
24 that Penselin manually entered different dollar amounts and check numbers into Buildium than
25 what were reflected in the bank records.

26 **(2) Conclusion of Law:** In performance of his duties, Penselin processed checks out of
27 sequential order, assigned incorrect check numbers in Buildium, and omitted required
28 information in the check register. This act is Grounds for Discipline under ORS 696.301(3) as it
29 incorporates ORS 696.301(14) 2023 Edition.

30


1 may be completed and signed by the Real Estate Commissioner or may be rejected by the
2 Real Estate Commissioner. I further understand that, in accordance with the provisions of
3 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
4 Journal.

5 In addition to all of the above, I agree that once the Commissioner executes this
6 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
7 waive the right to challenge the validity of service.

8
9 ORDER

10 IT IS HEREBY ORDERED that Donald William Penselin Jr.'s broker license be revoked.
11 This order is interrelated with a Stipulated Order for Revocation for Dianne Willis. This
12 revocation will be effective March 1, 2026, as licensees cease operations by February 28,
13 2026, for High Lakes Realty & Property Management in compliance with all applicable statutes
14 and rules.

15
16
17
18 IT IS SO STIPULATED:

19
20 
21 _____
22 DONALD WILLIAM PENSELIN, JR.

23
24 Date 2/6/2026

IT IS SO ORDERED:



25
26 Signed by:
27 Steve Strode
28 _____
29 STEVEN STRODE
30 Real Estate Commissioner

Date 2/6/2026 | 11:31 AM PST

Date of Service: 2/6/2026

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of

LISA CHRISTINE COLLINS

}
} FINAL ORDER BY DEFAULT
}

PROCEDURAL HISTORY AND PROCEDURAL LAW

1.

1.1 On January 15, 2026, the Real Estate Commissioner issued, by certified mail, a *Notice of Intent to Revoke License No. PB.201212857 And To Assess a Civil Penalty* the real estate principal broker license of Lisa Collins (Collins). The Oregon Real Estate Agency (Agency) sent the Notice of Intent to Collin's last known address of record with the Agency (3810 Tulare Ave S, Salem, OR 97302). The Agency also sent the Notice of Intent to another known address of record with the Agency (173 Salem Heights Ave SE, Salem, OR 97302). The *Notice of Intent* was also mailed to Collins by regular first-class mail to both of the above addresses in a handwritten envelope. And *The Notice of Intent* was emailed to Collins at her email address of record and two additional email addresses.

1.2 The email was not returned as undeliverable.

1.3 Neither the certified mailings nor the first-class mailings have been returned to the Agency. Over twenty days (20 days) have elapsed since the mailing of the notice issued in this matter and no written request for hearing has been received by the Agency.

2.

Based upon the foregoing, and upon the Agency's investigation reports, documents and files that, pursuant to Section 9 of the *Notice of Intent*, automatically become part of the evidentiary record of this disciplinary action upon default (for the purpose of proving a prima facie case (ORS 183.417(4), the Real Estate Commissioner finds:

2.1 A notice of intent is properly served when deposited in the United States mail, registered or certified mail, and addressed to the real estate licensee at the licensee's last known address of record with OREA. (ORS 183.415(2); OAR 137-003-0505; OAR 863-001-0006. If correctly addressed, such a notice is effective even though it is not received by the person to be notified. *Stroh v. SAIF*, 261 OR 117, 492 P2d 472 (1972) (footnote 3 in this case misquotes the cited treatise and contradicts the text of the opinion; treatise and cited case law support the proposition stated in the text.) Also, notice is effective even though the addressee fails or refuses to respond to a postal service "mail arrival notice" that indicates that certified or registered mail is being held at the post office. See *State v. DeMello*, 300 Or App 590, 716 P2d 732 (1986) (discussing use of certified mail to effectuate notice of driver's license suspension under ORS 482.570). See also *El Rio Nilo, LLC v. OLCC*, 240 Or App 362, 246 P3d 508 (2011) (Notice by certified mail effective even though addressee did not pick up in time to file request for hearing timely).(Oregon Attorney General's Administrative Law Manual and Uniform Model Rules Of Procedure Under the Administrative Procedures 2019 Edition at pages 97-98.

2.2 Collins' last known address of record with the Agency was 3810 Tulare Ave S, Salem, OR 97302.

2.3 A certified mailing of the *Notice of Intent* was mailed to Collins at her last known address of record on January 15, 2026. The certified mailing of the notice has not been returned to the Agency.

2.4 The notice was mailed certified to another possible address for Collins at 173 Salem Heights Ave SE, Salem, OR 97302. This certified mailing has not been returned to the Agency.

2.5 The notice was also mailed regular first-class mail in a handwritten envelope to both of the above possible addresses for Collins. The mailings in the handwritten envelope have not been returned to OREA. The OAH Rules contain a rebuttable presumption that documents sent by regular mail are received by the addressee. ORS 137-003-0520(10). If the regularly mailed notice is actually received, it is effective on the date received, rather than the date of mailing.

2.6 Over twenty (20) days have elapsed since the mailing of the notice and no written request for a hearing has been received.

2.7 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real estate license, whether by operation of law, order of the Real Estate Commissioner or decision of a court of law, or the inactive status of the license, or voluntary surrender of the license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee; (3) Take action against a licensee, including assessment of a civil penalty against the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or revoking a license.

2.8 As noted in section 9 of the *Notice of Intent to Revoke License No. PB.201212857 And To Assess a Civil Penalty*, and section 2 above, the Agency's entire investigation file was designated as the record for purposes of presenting a prima facie case upon default, including submissions from Collins and all information in the administrative file relating to the mailing of notices and any responses received.

FINDINGS OF FACT

3.

3.1 Collins was licensed as a principal broker with Trilliant Property Management (Trilliant). Collins failed to renew her registered business license by the deadline of December 1, 2025, thereby her principal broker license became inactive on January 1, 2026.

3.2 Following an investigation related to two complaints submitted to the Agency, Collins stipulated to a reprimand of her principal broker license, which included the requirement to complete the 27-hour Property Manager Advanced Practices Course. The stipulated order was signed in December 2023.

Honhung Chan Complaint

3.3 On September 25, 2025, the Agency received a complaint from Honhung Chan (Chan) against Collins. In his complaint, Chan wrote that Trilliant charged additional management fees for a property that had been sold in July 2023 and was no longer managed.

Chan wrote that Trilliant collected management fees and tenant penalties from August to November 2023.

3.4 In his complaint, Chan wrote that Trilliant collected management fees for another property for the months of September and November 2023, when management of the property began in December 2023.

3.5 On September 25, 2025, the Agency sent an email to Collins at her email address of record with the Agency, requesting a response to the complaint received. No response was received, and Agency staff followed up on October 2, 2025. Collins responded to the email, and requested all additional communication be copied to two additional email addresses. Collins did not provide a response to the complaint.

3.6 On December 5, 2025, Agency Investigator Dylan Ray (Ray) sent an email to Collins to the three email addresses she had previously requested. Ray requested records and response from Collins. Between December 8, 2025, and December 12, 2025, Ray followed up with Collins through text message, voicemail, and additional email. No response from Collins was received.

Chun C Truong Complaint

3.7 On October 9, 2025, the Agency received a complaint from Chun Truong (Truong) against Collins. In his complaint, Truong wrote that Trilliant made repairs and updates to his rental units without owner approval. Truong also wrote that Trilliant billed expenses for the last year totaling \$30,009.00, leaving him with only \$3,691.00 of rental income.

3.8 On October 9, 2025, the Agency sent an email to Collins at her email address of record with the Agency, requesting a response to the complaint received. No response was received, and Agency staff followed up on October 16, 2025.

3.9 On December 5, 2025, Ray sent an email to Collins to the three email addresses she had previously requested. Ray requested records and response from Collins regarding the complaint received from Truong. Between December 8, 2025, and December 10, 2025, Ray followed up with Collins through text message, and a voicemail. No response from Collins was received.

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Sandra Stark Complaint

3.10 On November 20, 2025, the Agency received a complaint from Sandra Stark (Stark) against Collins. In her complaint, Stark wrote that Trilliant had failed to provide rental income for the months of September 2025, October 2025, and November 2025.

3.11 On November 20, 2025, the Agency sent an email to Collins at her email address of record with the Agency, requesting a response to the complaint received. No response was received, and Agency staff followed up on December 1, 2025.

3.12 On December 8, 2025, Ray sent a text message to Collins requesting a response that she was receiving Agency emails. Ray followed up with a voicemail to Collins on December 10, 2025.

3.13 On December 15, 2025, Ray sent an email to Collins to the three email addresses she had previously requested. Ray requested records and response from Collins regarding the complaint received from Stark. No response from Collins was received.

3.14 On December 15, 2025, Ray called the main office at Trilliant and spoke with John Kalio, associated with Valor Property Services. Kaleo explained to Ray that Collins had walked off the job a couple of months prior and had not returned. Kaleo told Ray he is in the process of helping to wind down Trilliant's property management business as they are closing.

3.15 A review of the website showed Trilliant Property Management continued to advertise property management services and real estate for rent through at least December 30, 2025.

3.16 All of the above demonstrate incompetence and untrustworthiness in performing acts for which the real estate licensee is required to hold a license and conduct that is below the standard of care for the practice of professional real estate activity in Oregon.

STATEMENT OF LAW APPLICABLE TO FINDINGS OF FACT

4.

4.1 ORS 696.301(3) states a real estate licensee's real estate license may be disciplined if they have: ORS 696.301(3) which states a real estate licensee's real estate license may be disciplined if they have: (3) disregarded or violated any provision of ORS

659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency

4.2 ORS 696.301(12) states a licensee's real estate license can be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the licensee is required to hold a license.

4.3 ORS 696.301(15) states a licensee's real estate license can be disciplined if they have engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

4.4 ORS 696.020(2) states an individual may not engage in, carry on, advertise or purport to engage in or carry on professional real estate activity, or act in the capacity of a real estate license, within this state unless the individual holds an active license as provided for in this chapter.

4.5 ORS 696.026(9) states all professional real estate activity conducted by the principal broker, licensed real estate property manager or real estate licensees associated with a principal broker or licensed real estate property manager must be conducted under an active registered business name.

4.6 ORS 696.990(6)(a) states a real estate licensee who is a real estate property manager or principal real estate broker and who is engaging in or who has engaged in the management of rental real estate may be required to forfeit and pay to the General Fund of the State Treasury a civil penalty of up to \$1,000.00 per day of violation, or a lesser penalty in an amount determined by the commissioner if the licensee fails to comply with rules that require the licensee to produce for inspection records related to the management of rental real estate that are maintained by the licensee as provided by ORS 696.280. ORS 696.990(6)(b) states a civil penalty imposed under this subsection may not exceed \$10,000.00.

4.7 OAR 863-025-0035(a)(b)(c) states a property manager must produce records required under section (1) of this rule for inspection by the Agency as follows: (a) When the Agency makes a request for production of property management records, the property manager must provide such records within no less than five banking days; (b) If the Agency has reasonable grounds to believe that funds of an owner or tenant may be missing or

misappropriated or that the property manager is engaging in fraudulent activity, any records demanded or requested by the Agency must be produced immediately; and (c) Failure to produce such records within the timelines stated in subsection (a) or (b) of this section is a violation of ORS 696.301.

ULTIMATE FINDINGS OF FACT

5.

5.1 Collins' license became inactive on December 1, 2025. The website for Trilliant Property Management references Collins as the only individual associated with that business conducting professional real estate activity. As of December 30, 2025, the website advertises property management services and real estate for rent.

5.2 Collins' complete failure to produce the records constitutes grounds to impose a civil penalty in an amount up to \$10,000.00 as per ORS 696.990(6)(a) and (b).

5.3 In summary, the facts above establish grounds to Revoke Collins' principal broker license and Assess a Civil Penalty.

CONCLUSIONS OF LAW

6.

6.1 Pursuant to ORS 183.417(4) and OAR 137-003-0670 Collins is in default.

6.2 The material facts establish a violation of a ground for discipline, by preponderance of the evidence, under ORS 696.301 as set forth in the *Notice of Intent to Revoke License No. PB.201212857 And To Assess a Civil Penalty*. ORS 696.396(1),(2)(c)(B).

6.3 Based on these violations, the Agency may revoke Collins' principal broker license.

6.4 Specifically, Collins is subject to discipline pursuant to ORS 696.301(3), (12) and (15) for (3) disregarding or violating any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency; (12) demonstrating incompetence or untrustworthiness in performing any act for which the licensee is required to hold a license; and (15) engaging in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by

the community of individuals engaged in the practice of professional real estate activity in Oregon.

6.5 A revocation of Collins' principal broker license is appropriate for violations of ORS 696.301(3), (12) and (15).

6.6 A revocation of Collins' principal broker license is appropriate under ORS 696.396(2)(c)(B). According to ORS 696.396(2)(c)(B) the Agency may revoke a real estate license if the material facts establish a violation of a ground of discipline under ORS 696.301 that (B) exhibits incompetence in the performance of professional real estate activity.

6.7 Based on the evidence in the record, the preponderance of the evidence supports the revocation of Collins' principal broker license.

6.8 The Agency may therefore revoke Collins' principal broker license.

6.9 Pursuant to ORS 696.775 the expiration or lapsing of Collins' license does not prohibit the Commissioner from proceeding with this, or further action.

6.10 The specific violations are repeated here below:

(1) Violation: By failing to provide property management records, as requested by the Agency, Collins violated ORS 696.301(3) as it incorporates ORS 696.280(3) 2023 Edition, which states: (3) Records maintained under this section must at all times be open for inspection by the Real Estate Commissioner or the commissioner's authorized representatives.

In addition, Collins violated ORS 696.301(3) and its implementing rule OAR 863-025-0035(a)(b)(c) 1/1/2025 Edition, which states: (2) A property manager must produce records required under section (1) of this rule for inspection by the Agency as follows: (a) When the Agency make a request for production of property management records, the property manager must provide such records within no less than five banking days; (b) If the Agency has reasonable grounds to believe that funds of owner or tenant may be missing or misappropriated or that the property manager is engaging in fraudulent activity, any records demanded or requested by the Agency must be produced immediately; and (c) Failure to produce such records within the timelines stated in subsection (a) or (b) of this section is a violation of ORS 696.301.

Collins is subject to civil penalty under ORS 696.990(6)(a)(b) 2023 Edition, which states: (6)(a) Except as provided in paragraph (b) of this subsection, a real estate licensee who

is a real estate property manager or principal real estate broker and who is engaging in or who has engaged in the management of rental real estate may be required to forfeit and pay to the General Fund of the State Treasury a civil penalty of up to \$1,000 per day of violation, or a lesser penalty in an amount determined by the commissioner, if the licensee fails to comply with rules that require the licensee to produce for inspection records related to the management of rental real estate that are maintained by the licensee as provided by ORS 696.280; (b) A civil penalty imposed under this subsection may not exceed \$10,000.

(2) Violation: By failing to provide property management records, as requested by the Agency, Collins violated ORS 696.301(3) as it incorporates ORS 696.280(3) 2023 Edition, which states: (3) Records maintained under this section must at all times be open for inspection by the Real Estate Commissioner or the commissioner's authorized representatives.

In addition, Collins violated ORS 696.301(3) and its implementing rule OAR 863-025-0035(a)(b)(c) 1/1/2025 Edition, which states: (2) A property manager must produce records required under section (1) of this rule for inspection by the Agency as follows: (a) When the Agency make a request for production of property management records, the property manager must provide such records within no less than five banking days; (b) If the Agency has reasonable grounds to believe that funds of owner or tenant may be missing or misappropriated or that the property manager is engaging in fraudulent activity, any records demanded or requested by the Agency must be produced immediately; and (c) Failure to produce such records within the timelines stated in subsection (a) or (b) of this section is a violation of ORS 696.301.

Collins is subject to civil penalty under ORS 696.990(6)(a)(b) 2023 Edition, which states: (6)(a) Except as provided in paragraph (b) of this subsection, a real estate licensee who is a real estate property manager or principal real estate broker and who is engaging in or who has engaged in the management of rental real estate may be required to forfeit and pay to the General Fund of the State Treasury a civil penalty of up to \$1,000 per day of violation, or a lesser penalty in an amount determined by the commissioner, if the licensee fails to comply with rules that require the licensee to produce for inspection records related to the management of rental real estate that are maintained by the licensee as provided by ORS 696.280; (b) A civil penalty imposed under this subsection may not exceed \$10,000.

(3) Violation: By failing to provide property management records, as requested by the Agency, Collins violated ORS 696.301(3) as it incorporates ORS 696.280(3) 2023 Edition, which states: (3) Records maintained under this section must at all times be open for inspection by the Real Estate Commissioner or the commissioner's authorized representatives.

In addition, Collins violated ORS 696.301(3) and its implementing rule OAR 863-025-0035(a)(b)(c) 1/1/2025 Edition, which states: (2) A property manager must produce records required under section (1) of this rule for inspection by the Agency as follows: (a) When the Agency make a request for production of property management records, the property manager must provide such records within no less than five banking days; (b) If the Agency has reasonable grounds to believe that funds of owner or tenant may be missing or misappropriated or that the property manager is engaging in fraudulent activity, any records demanded or requested by the Agency must be produced immediately; and (c) Failure to produce such records within the timelines stated in subsection (a) or (b) of this section is a violation of ORS 696.301.

Collins is subject to civil penalty under ORS 696.990(6)(a)(b) 2023 Edition, which states: (6)(a) Except as provided in paragraph (b) of this subsection, a real estate licensee who is a real estate property manager or principal real estate broker and who is engaging in or who has engaged in the management of rental real estate may be required to forfeit and pay to the General Fund of the State Treasury a civil penalty of up to \$1,000 per day of violation, or a lesser penalty in an amount determined by the commissioner, if the licensee fails to comply with rules that require the licensee to produce for inspection records related to the management of rental real estate that are maintained by the licensee as provided by ORS 696.280; (b) A civil penalty imposed under this subsection may not exceed \$10,000.

(4) Violation: Collins failed to renew her registered business name with the Agency, causing her principal broker license to become inactive. The website for Trilliant Property Management advertised property management services and real estate for rent through at least December 30, 2025, in violation of ORS 696.301(3) as it incorporates 696.020(2) 2023 Edition, which states: (2) an individual may not engage in, carry on, advertise or purport to engage in or carry on professional real estate activity, or act in the capacity of a real estate

ORDER

IT IS HEREBY ORDERED that Collins' principal broker license is revoked.

IT IS FURTHER ORDERED that, pursuant to ORS 696.990()(a)(b)(9) and ORS 696.990(6)(a)(b) and based upon the violations set forth above, Collins pay a civil penalty of \$10,000.00, said penalty to be paid to the General Fund of the State Treasury by paying the same to OREA

Dated this 17th day of February, 2026.

OREGON REAL ESTATE AGENCY

Signed by:
Steve Strode
E2C2D0097AD8471...



Steven Strode
Real Estate Commissioner

NOTICE OF RIGHT TO APPEAL: You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review within 60 days from the date of service of this order. Judicial review is to the Oregon Court of Appeals, pursuant to the provisions of ORS 183.482.

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of

THOMAS L. HOWELL



FINAL ORDER BY DEFAULT

PROCEDURAL HISTORY AND PROCEDURAL LAW

1.

1.1 On February 17, 2026, the Real Estate Commissioner issued, by certified mail, a *Notice of Intent to Revoke License No. PB.780900142* the real estate principal broker license of Thomas Howell (Howell). The Oregon Real Estate Agency (Agency) sent the *Notice of Intent to Revoke* to Howell’s last known address of record with the Agency (14490 S Kelmsley Dr, Oregon City, OR 97045). *The Notice of Intent to Revoke* was sent to an additional address of record with the Agency (333 S State St, Ste V226, Lake Oswego, OR 97034). *The Notice of Intent to Revoke* was also mailed to Howell by regular first-class mail to both of the above addresses in a handwritten envelope. And *The Notice of Intent to Revoke* was emailed to Howell at his email address of record.

1.2 The email was not returned as undeliverable.

1.3 On February 25, 2026, The Agency received the certified return receipt from the February 17, 2026, mailing to 333 S State St, Ste V226, Lake Oswego, OR 97034. The receipt was signed by Matt Dawson. Additionally, the Agency received the certified return receipt from the mailing to 14490 S Kelmsley Dr. Oregon City, OR 97045. The Agency was unable to determine the signature on the receipt. Neither of the first-class mailings have been returned to the Agency. Over twenty days (20 days) have elapsed since the mailing of the notice issued in this matter and no written request for hearing has been received by the Agency.

2.

Based upon the foregoing, and upon the Agency's investigation reports, documents and files that, pursuant to Section 9 of the *Notice of Intent to Revoke*, automatically become part of the evidentiary record of this disciplinary action upon default (for the purpose of proving a prima facie case (ORS 183.417(4), the Real Estate Commissioner finds:

2.1 A notice of intent is properly served when deposited in the United States mail, registered or certified mail, and addressed to the real estate licensee at the licensee's last known address of record with OREA. (ORS 183.415(2); OAR 137-003-0505; OAR 863-001-0006. If correctly addressed, such a notice is effective even though it is not received by the person to be notified. *Stroh v. SAIF*, 261 OR 117, 492 P2d 472 (1972) (footnote 3 in this case misquotes the cited treatise and contradicts the text of the opinion; treatise and cited case law support the proposition stated in the text.) Also, notice is effective even though the addressee fails or refuses to respond to a postal service "mail arrival notice" that indicates that certified or registered mail is being held at the post office. See *State v. DeMello*, 300 Or App 590, 716 P2d 732 (1986) (discussing use of certified mail to effectuate notice of driver's license suspension under ORS 482.570). See also *El Rio Nilo, LLC v. OLCC*, 240 Or App 362, 246 P3d 508 (2011) (Notice by certified mail effective even though addressee did not pick up in time to file request for hearing timely).(Oregon Attorney General's Administrative Law Manual and Uniform Model Rules Of Procedure Under the Administrative Procedures 2019 Edition at pages 97-98.

2.2 Howell's last known address of record with the Agency was 14490 S Kelmsley Dr, Oregon City, OR 97045.

2.3 A certified mailing of the *Notice of Intent to Revoke* was mailed to Howell at his last known address of record on February 17, 2026. The Agency received the certified return receipt and was unable to determine the signature on the receipt.

2.4 The *Notice of Intent to Revoke* was mailed certified to another possible address for Howell at 333 S State St, Ste V226, Lake Oswego, OR 97034. The Agency received the certified return receipt signed by Matt Dawson.

2.5 The notice was also mailed regular first-class mail in a handwritten envelope to both of the above possible addresses for Howell. The mailings in the handwritten envelope

have not been returned to OREA. The OAH Rules contain a rebuttable presumption that documents sent by regular mail are received by the addressee. ORS 137-003-0520(10). If the regularly mailed notice is actually received, it is effective on the date received, rather than the date of mailing.

2.6 Over twenty (20) days have elapsed since the mailing of the notice and no written request for a hearing has been received.

2.7 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real estate license, whether by operation of law, order of the Real Estate Commissioner or decision of a court of law, or the inactive status of the license, or voluntary surrender of the license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee; (3) Take action against a licensee, including assessment of a civil penalty against the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or revoking a license.

2.8 As noted in section 9 of the *Notice of Intent to Revoke*, and section 2 above, the Agency's entire investigation file was designated as the record for purposes of presenting a prima facie case upon default, including submissions from Howell and all information in the administrative file relating to the mailing of notices and any responses received.

FINDINGS OF FACT

3.

3.1 Howell was licensed as a principal broker in 2010 and associated his license with Keystone Realty Group Oregon at the time of his licensing. Howell failed to renew his registered business by the deadline of December 1, 2025, thereby his principal broker license became inactive on January 1, 2026.

3.2 On August 11, 2025, Howell self-reported a criminal conviction to the Agency. In his email to the Agency, Howell wrote that he was "...convicted this year of transferring funds in the state of Arizona without a proper license." Howell included that he paid a fine of \$132,000.00 and may be sentenced to prison.

3.3 On October 22, 2025, Agency Investigator Cidia Nañez (Nañez) requested Howell provide additional information and documentation for the conviction he had reported to the Agency. Howell responded that he would “gather the information.” On October 27, 2025, Nañez followed up with Howell, and he responded that he was still working on it.

3.4 Howell did not provide a description of the circumstances surrounding his conviction or provide a copy of the sentencing order.

STATEMENT OF LAW APPLICABLE TO FINDINGS OF FACT

4.

4.1 ORS 696.301(3) states a real estate licensee’s real estate license may be disciplined if they have: ORS 696.301(3) which states a real estate licensee’s real estate license may be disciplined if they have: (3) disregarded or violated any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency.

4.2 ORS 696.301(11) states a licensee’s real estate license can be disciplined if they have been convicted of a felony or misdemeanor substantially related to the real estate licensee’s trustworthiness or competence to engage in professional real estate activity.

4.3 ORS 696.301(12) states a licensee’s real estate license can be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the licensee is required to hold a license.

4.4 ORS 696.301(15) states a licensee’s real estate license can be disciplined if they have engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

4.5 OAR 863-027-0020(1) defines the goal of progressive discipline and OAR 863-027-0020(2) sets out all factors the Real Estate Commissioner will consider when determining the level of discipline for licensees.

4.6 In establishing violations alleged, the Agency may rely on one or more definitions contained in ORS 696.010.

ULTIMATE FINDINGS OF FACT

5.

5.1 Howell failed to report a criminal conviction to the Agency within the required timeframe and failed to provide a copy of the judgment and a copy of the sentencing order.

5.2 In summary, the facts above establish grounds to revoke Howell's principal broker license.

CONCLUSIONS OF LAW

6.

6.1 Pursuant to ORS 183.417(4) and OAR 137-003-0670 Howell is in default.

6.2 The material facts establish a violation of a ground for discipline, by preponderance of the evidence, under ORS 696.301 as set forth in the *Notice of Intent to Revoke*. ORS 696.396(1),(2)(c)(B).

6.3 Based on these violations, the Agency may revoke Howell's principal broker license.

6.4 Specifically, Howell is subject to discipline pursuant to ORS 696.301(3),(11),(12), and (15) for (3) disregarding or violating any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency; (11) having been convicted of a felony or misdemeanor substantially related to the real estate licensee's trustworthiness or competence to engage in professional real estate activity; (12) demonstrating incompetence or untrustworthiness in performing any act for which the licensee is required to hold a license; and (15) engaging in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

6.5 A revocation of Howell's principal broker license is appropriate for violations of ORS 696.301(3), (11), (12), and (15).

6.6 A revocation of Howell's principal broker license is appropriate under ORS 696.396(2)(c)(B). According to ORS 696.396(2)(c)(B) the Agency may revoke a real estate

license if the material facts establish a violation of a ground of discipline under ORS 696.301 that (B) exhibits incompetence in the performance of professional real estate activity.

6.7 Based on the evidence in the record, the preponderance of the evidence supports the revocation of Howell's principal broker license.

6.8 The Agency may therefore revoke Howell's principal broker license.

6.9 Pursuant to ORS 696.775 the expiration of Howell's license does not prohibit the Commissioner from proceeding with this, or further action.

6.10 The specific violations are repeated here below:

(1) Violation: By failing to report a criminal conviction to the Agency within the required timeframe, and failing to provide a copy of the judgment and a copy of the sentencing order, Howell violated ORS 696.301(3) and its implementing rule OAR 863-015-0175(1)(a)(b)(c)(3)(4) 1/1/2025 Edition, which states: (1) A real estate licensee must notify the Commissioner of the following: (a) Any criminal conviction (felony or misdemeanor), including a "no contest" plea or bail forfeiture; (b) Any adverse decision or judgment resulting from any civil or criminal suit or action or arbitration proceeding or any administrative or Oregon State Bar proceeding related to the licensee in which the licensee was named as a party and against whom allegations concerning any business conduct or professional real estate activity is asserted; (c) Any adverse decision or judgment resulting from any other criminal or civil proceeding that reflects adversely on the "trustworthy and competent" requirements contained in ORS Chapter 696 and its implementing rules; (3) The notification required by this rule must be in writing and must include a brief description of the circumstances involved, the names of the parties, and a copy of the adverse decision, judgment, or award and, in the case of a criminal conviction, a copy of the sentencing order. If any such judgment, award, or decision is appealed, each subsequent appellate court decision is subject to this rule's notification requirements; (4) The notification required by this rule must be made within twenty 20 calendar days after receiving written notification of an adverse judgment, award, or decision described in this rule. Notification must be made under this rule whether or not the decision is appealed.

6.11 Revocation of Howell's principal broker license is appropriate under ORS 696.396(2)(c)(B).

ORDER

IT IS HEREBY ORDERED that Thomas Howell's principal broker license is revoked.

Dated this 19th day of March, 2026.

OREGON REAL ESTATE AGENCY

Signed by:
Steve Strode
E2C2D0097AD8471...



Steven Strode
Real Estate Commissioner

NOTICE OF RIGHT TO APPEAL: You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review within 60 days from the date of service of this order. Judicial review is to the Oregon Court of Appeals, pursuant to the provisions of ORS 183.482.

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
ANTHONY GIGLIO) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Anthony Giglio (Giglio) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 On April 28, 2025, Giglio renewed his principal broker license with the Agency. In the renewal, Giglio reported disciplinary actions taken against his real estate licenses between October 2023 and December 2024 in Colorado, Wisconsin, North Carolina, Maine, Kansas, and California

1.2 A review of records showed that on October 23, 2023, Giglio entered into a stipulated agreement with the Colorado Division of Real Estate, after an investigation, which resulted in a \$17,250.00 fine, a three-month suspension, two-year probation, 16-hours of coursework, and eight quarterly practice audits.

1.3 In an interview with Agency Investigator Megan Donovan (Donovan), Giglio confirmed he had satisfied the requirements of the discipline, and his Colorado broker license was active.

1.4 On February 1, 2024, Giglio entered into a stipulated agreement with the Wisconsin Real Estate Examining Board, after an investigation, which resulted in a \$1,948.00 fine, a 30-day license suspension, and a one-year limited license.

1 1.5 On October 16, 2024, Giglio entered into a consent order with the North Carolina
2 Real Estate Commission, after failing to timely report the discipline against his license from
3 Colorado and Wisconsin. The consent order resulted in a nine-month license suspension. The
4 consent order was amended to include an alternative discipline to suspension, with the
5 requirement that Giglio complete additional education courses. Giglio completed all required
6 courses as of January 2025. North Carolina issued a compliance report which confirmed Giglio
7 had successfully completed the terms of the consent order.

8 1.6 On November 21, 2024, Giglio entered into a consent agreement with the Maine
9 Real Estate Commission, after failing to timely report the discipline against his license from
10 Colorado and Wisconsin. The consent agreement resulted in a \$400.00 fine. Maine issued a
11 letter of confirmation that the terms of the agreement had been fulfilled effective December 5,
12 2024.

13 1.7 On December 16, 2024, Giglio entered into a stipulated agreement with the State
14 of California Department of Real Estate, which resulted in existing California real estate
15 licenses being revoked, but may be reissued as restricted licenses, additional coursework, and
16 a fine of \$1,139.45.

17 1.8 During his interview, Giglio explained to Donovan that he has enacted a process
18 to ensure he timely reports any additional or future discipline received, with respect to
19 individual state requirements.

20 **(1) Conclusion of Law:** By failing to report to the Agency multiple instances of
21 administrative action issued against his real estate license in multiple licensing jurisdictions
22 within 20 days of the final action, Giglio violated ORS 696.301(3) and its implementing rule
23 OAR 863-015-0175(1)(b)(c)(3)(4) 1/1/2023, 1/1/2024 Editions.

24 1.9 Giglio explained to Donovan that he is the supervising broker for Everest and is
25 responsible for executing property management and lease agreements. Giglio stated that
26 Everest holds security deposits but not rents.

27 1.10 Giglio explained that he was aware he was out of compliance for failure to
28 register a clients' trust account with the Agency, and he was in the process of doing so.
29
30

1 1.11 A review of the Agency’s online licensing database showed Giglio registered a
2 clients’ trust account, holding tenant security deposits on September 26, 2025. The date the
3 account was opened with the financial institution was March 2, 2022.

4 **(2) Conclusion of Law:** By failing to register a clients’ trust account with the Agency, as
5 required, Giglio violated ORS 696.301(3) as it incorporates ORS 696.245(1)(2)(a)(b)(c)(d)(e)
6 2023 Edition. In addition, Giglio violated ORS 696.301(3) and its implementing rule OAR 863-
7 025-0025(3) 1/1/2022, 1/1/2023, 1/1/2024, 1/1/2025 Editions.

8 1.12 All of the above demonstrate incompetence or untrustworthiness in performing
9 acts for which the real estate licensee is required to hold a license and conduct that is below
10 the standard of care for the practice of professional real estate activity in Oregon.

11 **(3) Conclusion of Law:** Based on the foregoing, Giglio is subject to discipline under ORS
12 696.301(12) and (15) 2023 Edition.

13
14 2.

15 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

16 2.2 The Agency reserves the right to investigate and pursue additional complaints
17 that may be received in the future regarding this licensee.

18 2.3 In establishing the violations alleged above, the Agency may rely on one or more
19 of the definitions contained in ORS 696.010.

20
21 3.

22 STIPULATION AND WAIVER

23 I, Anthony Giglio, have read and reviewed this Stipulated Final Order and its Findings of
24 Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact,
25 Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and
26 complete agreement and stipulation between the Agency and me. I further understand that if I
27 do not agree with this stipulation, I have the right to request a Hearing on this matter and to be
28 represented by legal counsel at such a Hearing. I also understand that any Hearing would be
29 conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance
30 with the Rules of Practice and Procedure adopted by the Attorney General of the State of

1 Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a
2 Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
3 matter.

4 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
5 understand that the Order which follows hereafter, which I have also read and understand,
6 may be completed and signed by the Real Estate Commissioner or may be rejected by the
7 Real Estate Commissioner. I further understand that, in accordance with the provisions of
8 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
9 Journal.

10 In addition to all of the above, I agree that once the Commissioner executes this
11 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
12 waive the right to challenge the validity of service.

13
14 ORDER

15 IT IS HEREBY ORDERED that Anthony Giglio’s principal broker license be
16 reprimanded.

17
18
19
20 IT IS SO STIPULATED:

IT IS SO ORDERED:

21
22 DocuSigned by: 
23 
24 7802DE5060B54AB...
ANTHONY GIGLIO

25 Signed by: 
26 
27 E2C2D0097AD8471...
STEVEN STRODE

28 Real Estate Commissioner
29 Date 1/22/2026 | 3:30 PM PST

Real Estate Commissioner
Date 1/26/2026 | 2:38 PM PST

Date of Service: 1/26/2026

BEFORE THE REAL ESTATE AGENCY
STATE OF OREGON

IN THE MATTER OF:)	FINAL ORDER
)	
CLAIRE DIANE PARIS)	OAH Case No. 2024-ABC-06710
)	Agency Case No. 2023-483

This matter came before the Real Estate Agency to consider the Proposed Order issued by Senior Administrative Law Judge (ALJ) Dove L. Gutman on December 24, 2025. The Proposed Order advised Ms. Paris of her right to file exceptions to the proposed order. Ms. Paris did not file exceptions to the proposed order within twenty (20) days of the issuance of the proposed order. The time to file exceptions to the Proposed Order has lapsed with no exceptions filed.

Based on the foregoing and as explained below, the Agency enters the following Final Order suspending Paris’s real estate principal broker license for 30 days.

HISTORY OF THE CASE

On August 15, 2024, the Oregon Real Estate Agency (REA or the Agency) issued a Notice of Intent to Suspend License No. 200309285 Notice of Opportunity for Hearing (Notice of Intent to Suspend) to Claire Diane Paris (Licensee). On September 3, 2024, Licensee requested a hearing.

On September 30, 2024, the Agency referred the hearing request to the Office of Administrative Hearings (OAH). Senior Administrative Law Judge (ALJ) Dove L. Gutman was assigned to preside at hearing.

On November 14, 2024, ALJ Gutman held a prehearing telephone conference. Attorney Kevin Harker represented Licensee, who appeared. Senior Assistant Attorney General Raul Ramirez represented the Agency. Jack Brady appeared on behalf of the Agency. During the prehearing conference, ALJ Gutman scheduled the hearing for February 20, 2025, and set a deadline for the submission of witness lists and exhibits.

On January 30, 2025, the Agency issued an Amended Notice of Intent to Suspend License No. 200309285 Notice of Opportunity for Hearing (Amended Notice of Intent to Suspend) to Licensee. On February 19, 2025, the Agency issued a Second Amended Notice of Intent to Suspend License No. 200309285 Notice of Opportunity for Hearing (Second Amended Notice of Intent to Suspend) to Licensee.

On February 20, 2025, a hearing was convened in Salem, Oregon. ALJ Gutman presided. Mr. Harker represented Licensee, who appeared. Mr. Ramirez represented the Agency. Meghan Lewis appeared on behalf of the Agency. Following the evidentiary rulings, Licensee requested postponement of the hearing to address matters set forth in the Second Amended Notice of Intent to Suspend. Because the Agency had no objection, ALJ Gutman

granted the request and postponed the hearing.

On September 23, 2025, the hearing continued in Salem, Oregon. ALJ Gutman presided. Mr. Harker represented Licensee, who appeared. Mr. Ramirez represented the Agency. Ms. Lewis appeared on behalf of the Agency. The following individuals testified: Licensee, Ginger Jean Burke, Rebeccah Lee, Tamera Pelo, Ms. Lewis, and Scott Taylor. The record closed at the conclusion of the hearing.

ISSUES

1. Whether Licensee engaged in conduct that violated ORS 696.301(1), and (12) (2023 Edition).
2. Whether Licensee engaged in conduct that violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c) (2023 Edition).
3. Whether Licensee engaged in conduct that violated ORS 696.301(15) (2023 Edition).
4. If one or more of the alleged violations are proven, whether Licensee's principal broker license, license number 200309285, should be suspended for a period of 30 days. ORS 696.301(1), (3), (12), and (15) (2023 Edition); ORS 696.396(2)(c)(B), 2(c)(C), and (2)(c)(D) (2023 Edition); OAR 863-027-0020(1), and (2) (2023 Edition).

EVIDENTIARY RULINGS

On February 20, 2025, the first day of hearing, the Agency's Exhibits A1 through A28 were admitted into evidence without objection. Licensee's Exhibits R1 and R2 were excluded from evidence on the basis of relevance. On September 23, 2025, Licensee's Exhibits R3 and R4 were admitted into evidence without objection. Licensee's Exhibit R5 was admitted into evidence over the Agency's objection of timeliness.

FINDINGS OF FACT

Background - Paris

1. Claire D. Paris (Licensee) is licensed with the Agency as a principal broker, license number 200309285. Licensee's current license is scheduled to expire on January 31, 2026. Licensee has been licensed as a principal broker for approximately seven years. Prior to being licensed as a principal broker, Licensee was licensed as a broker with the Agency. At all relevant times herein, Licensee was licensed as a principal broker with the Agency. (Test. of Licensee; Exs. A5 at 1, A6 at 1.)
2. Licensee's principal broker license is associated with Paris Group Realty, RBN 200408228, located at 5214 N. Maryland Avenue, in Portland, Oregon. Licensee owns and is one of three principal brokers at Paris Group Realty. (Test. of Licensee, Lewis; Exs. A5 at 1, A6 at 1.)
3. Licensee's email address is claire@parisgrouprealty.com. Licensee's email address can be accessed via computer or mobile phone. Licensee's mobile phone number is 503-998-

4878. (Test. of Licensee; Exs. A9 at 1, A10 at 1-2, A13 at 1.)

4. Paris Group Realty handles 200 to 250 real estate transactions each year. Licensee personally handles approximately 100 real estate transactions each year. Licensee currently supervises eight brokers. In April 2023, Licensee supervised seven to ten brokers. (Test. of Licensee.)

5. Licensee has a bachelor's degree from Willamette University. (Test. of Licensee.) Licensee is a member of the Portland Metropolitan Association of Realtors (PMAR). PMAR is a local member association of the National Association of Realtors (NAR). PMAR members must adhere to the NAR Code of Ethics, which are the standards of care for the practice of professional real estate activity in Oregon as established by PMAR. (Test. of Burke; Ex. A26.)

Background - Burke

6. Ginger Jean Burke is licensed with the Agency as a principal broker, license number 201209865. Ms. Burke's current license is scheduled to expire on December 31, 2025. Ms. Burke has been licensed as a principal broker since 2018. At all relevant times herein, Ms. Burke was licensed as a principal broker with the Agency. (Test. of Burke; Exs. A3 at 1, A4 at 1.)

7. Ms. Burke's principal broker license is associated with Cascade Hasson Sotheby's International Realty (Cascade Hasson SIR), RBN 201249240, located at 15400 Boones Ferry Road, Lake Oswego, Oregon. Ms. Burke is the Vice President of Risk Management and Managing Principal Broker at Cascade Hasson SIR. (Test. of Burke; Exs. A2 at 1, A3 at 1, A4 at 1.)

8. Ms. Burke's email address is ginger.burke@cascadehasson.com. Ms. Burke's phone number is 503-706-8307. Ms. Burke supervises 30 brokers at her office and provides advice to over 400 brokers associated with Cascade Hasson SIR at various locations. (Test. of Burke; Exs. A2 at 1, A12 at 1.)

9. Ms. Burke has a bachelor's degree from Willamette University and a Juris Doctor (JD) degree from Willamette Law School. Ms. Burke is a licensed attorney with the Oregon State Bar. Ms. Burke is the Acting Chair of the Professional Standards Committee with PMAR. (Test. of Burke.)

Background - Pelo

10. Tami Pelo is licensed with the Agency as a broker, license number 201216151. Ms. Pelo's current license is scheduled to expire on February 28, 2026. At all relevant times herein, Ms. Pelo was licensed as a broker with the Agency. (Test. of Pelo; Exs. A7 at 1, A8 at 1.)

11. Ms. Pelo works as a broker at Cascade Hasson SIR, located at 15400 Boones Ferry Road, Lake Oswego, Oregon. Ms. Pelo's email address is tami.pelo@cascadehassonsir.com. Ms. Pelo's phone number is 503-307-9184. Ms. Pelo is Ms. Burke's sister. Ms. Pelo periodically works with Ms. Burke on real estate transactions. (Test. of Pelo; Ex. A10 at 1.)

///

Conduct at issue

12. On March 20, 2023, Licensee entered into a Regional Multiple Listing Service (RMLS) Oregon Exclusive Right to Sell - Listing Contract (Listing Contract) with Paul and Amber Warlick (PW and AW or sellers) for the exclusive right to sell their residential property located at 6950 N. Delaware Avenue in Portland, Oregon (the property). (Ex. A25.) In the Listing Contract, sellers agreed to pay a brokerage fee in the amount equal to five percent of the selling price. (*Id.* at 1.) Licensee subsequently listed the property in the RMLS for the list price of \$725,000. (*Id.*)

13. On April 20, 2023, Lisa Field, a broker at Cascade Hasson SIR, showed Hana Hutchings (HH or the buyer) the property. (Test. of Burke; Ex. A2 at 8.)

14. On April 21, 2023, Ms. Burke and Ms. Pelo substituted as brokers for HH when Ms. Field became unavailable. (Test. of Burke; Ex. A2 at 8.)

15. On April 21, 2023, at approximately 12:00 pm, Ms. Burke showed HH the property. (Exs. A2 at 8.) At approximately 6:06 pm, Ms. Burke emailed Licensee the buyer's signed real estate sale agreement offer, which included the following in part:

- Purchase price of \$740,000;
- Deposit of earnest money in the sum of \$25,000;
- Additional deposit before closing in the sum of \$455,000;
- Appraisal contingency waived; and
- Closing to occur on or before May 15, 2023[.]

(Test. of Burke; Exs. A2 at 8, A9 at 1-13.) In the addendum, the buyer added a kicker clause, which included the following:

- In the event the Effective Date is on or before 12:00 pm (noon) Saturday April 22, 2023, purchase price shall be \$760,000 and \$5,000 earnest money shall be non-refundable (except in the event of Seller's non-performance) and released to Seller immediately.
- Buyer shall not request repair of or credit for any individual repairs costing less than \$10,000 to remedy.

(Test. of Burke; Ex. A9 at 13.)

16. On April 22, 2023, at 8:31 am, Licensee confirmed receipt of the buyer's offer and notified Ms. Burke that she would present the offer to the sellers. (Ex. A12 at 1.)

17. On April 22, 2023, at 8:33 am, Licensee emailed the offer to the sellers. In the email, Licensee asked the sellers if they had a moment to chat. (Ex. A24 at 2.) At 9:20 am, Licensee texted the sellers, "We've called every agent that's shown the property to see if anyone else is interested in writing an offer." (Ex. A22 at 3.) At 9:25 am, AW texted Licensee, "Claire can we call you in about 10 minutes? We have some questions for ya [*sic*]." (*Id.*)

18. On April 22, 2023, at 10:46 am, Licensee called Ms. Burke and asked if the buyer would be willing to pay for the replacement of the boiler already underway at the sellers' expense. At 10:48 am, Ms. Burke notified HH of the sellers' request. (Test. of Burke; Exs. A2 at 8, A12 at 1.)

19. On April 22, 2023, at or around 10:50 am, Rebeccah Lee, a broker with Keller Williams Sunset Corridor, on behalf of her clients Karl Hamilton and Emma Bryan (KH and EB) electronically submitted to Licensee her clients' signed residential real estate sale agreement offer for the property, which included:

- Purchase price of \$755,000
- Deposit of earnest money in the sum of \$7,550
- Additional deposit before closing in the sum of \$280,000; and
- Closing to occur on or before May 22, 2023[.]

(Ex. A17.) KH and EB included an offer deadline of April 23, 2023, at 12:00 pm. (*Id.* at 12.)

20. On April 22, 2023, at 11:39 am, Ms. Burke called Licensee and advised that HH was not willing to pay for the boiler. Licensee then told Ms. Burke that the sellers would still accept the buyer's offer. At 11:43 am, Ms. Burke called HH and reported that acceptance of her offer was expected. At 11:58 am, Ms. Burke texted Licensee and requested that she copy Ms. Pelo with the sellers' acceptance. (Test. of Burke; Exs. A2 at 8, A12 at 1.)

21. On April 22, 2023, at 12:57 pm, Licensee emailed Ms. Burke the sellers' signed counteroffer, which included:

- Sales price to be \$770,000; and
- Seller to replace boiler prior to close with the make and model specified in the provided estimate.

(Ex. A9 at 14.)

22. On April 22, 2023, at 1:14 pm, Ms. Burke spoke with Licensee about the sellers' counteroffer. Licensee told Ms. Burke that she had received a competing offer of \$770,000 and that if HH would increase her offer to \$770,000, it would be accepted by the sellers. Ms. Burke asked Licensee to provide her with a redacted copy of the competing offer, which Licensee agreed to do. At 1:16 pm, Ms. Burke called Ms. Pelo to advise about the competing offer. At 1:20 pm, Ms. Burke texted Licensee to please send a redacted copy of the competing offer so she and Ms. Pelo could present it to HH along with the sellers' counteroffer. (Test. of Burke; Exs. A2 at 8, A12 at 1-2, A27 at 4.)

23. On April 22, 2023, at 1:50 pm, Stephanie Fox with Neighbors Realty, texted Licensee about the property, asking in part, "Anything you can tell me about the offer you got?"

Was it one? Over list? (Ex. R3 at 3.) Licensee texted back, “We’ve got two offers in¹ – are you gonna [*sic*] write?” (*Id.*)

24. At some point on April 22, 2023, Licensee contacted Ms. Lee regarding her clients’ offer for the property. Licensee told Ms. Lee that she had several offers and mentioned the amount of \$770,000. Ms. Lee contacted her clients who stated they would not and could not make an offer of \$770,000. Ms. Lee then called Licensee and told her that her clients could not offer \$770,000 for the property. (Exs. A1 at 8, A16 at 1.)

25. On April 22, 2023, at 1:51 pm, having not received proof of the competing offer, Ms. Burke called HH and discussed the sellers’ counteroffer and the purported competing offer. At 2:10 pm, HH signed the sellers’ counteroffer and agreed to wait until Ms. Burke received proof of the competing offer. At or around 2:10 pm, Ms. Buke texted Licensee that the sellers’ counteroffer was signed and they were just waiting on proof of the competing offer. At 2:25 pm, Ms. Burke held a conference call with HH and Ms. Pelo. After being told that another buyer could get the house while they waited for proof of the competing offer, HH told Ms. Burke that she wanted to accept the sellers’ counteroffer without proof of the competing offer. (Test. of Burke; Exs. A2 at 8, A9 at 14, A12 at 1-2, A27 at 4.)

26. On April 22, 2023, at 2:28 pm, Ms. Pelo emailed Licensee the sellers’ counteroffer signed by the buyer. In the email, Ms. Pelo asked Licensee to please forward the redacted offer as soon as she could per Ms. Burke’s request. (Test. of Burke; Exs. A2 at 8, A9 at 14.)

27. On April 22, 2023, at 2:31 pm, Licensee texted the sellers, “They just sent it back signed...” (Ex. A22 at 4.)

28. On April 22, 2023, at 6:19 pm, Ms. Burke texted Licensee, “Just confirming your receipt of the counter offer [*sic*] on Delaware and that you can forward the competing offer. Please advise. Thank you.” (Ex. A2 at 9.)

29. On April 22, 2023, at 6:44 pm, AW texted Licensee, “Will there still be an open house tomorrow?” (Ex. A22 at 4.) At 8:10 pm, Licensee texted AW, “Yup! Want to get another back up offer.” (*Id.* at 5.)

30. On April 23, 2023, at 9:04 am, Ms. Burke texted Licensee, “[A]waiting the redacted copy of the competing offer you said you could share which was the catalyst for [HH] signing the Seller Counter Offer [*sic*].” (Ex. A2 at 9.) At 12:18 pm, Licensee texted Ms. Burke, “[W]ill have it to you this afternoon.” (*Id.*)

31. On April 24, 2023, at 10:29 am, Ms. Pelo emailed Kati Rodgers, Licensee’s transaction coordinator, and stated, “Could you please forward the redacted competing offer Claire promised us that instigated the counter at \$770k...this is, at minimum, our 3rd request.” (Ex. A2 at 9.) At 10:32 am, Licensee emailed Ms. Pelo, and stated, “I’m working on it! I will have it to you by the end of the day.” (*Id.*)

¹ More likely than not, the two offers that had been submitted on the property at that time were from HH and Ms. Lee’s clients. (See Exs. A9 at 1-13, A17.)

32. On April 25, 2023, at 11:49 am, Licensee emailed Ms. Burke and Ms. Pelo a copy of the redacted offer and copied Kati Rodgers on the email. (Ex. A10 at 1; test. of Burke, Pelo.) In the body of the email, Licensee wrote, “Tami and Ginger- I’m sorry it took me so long to get this to you; we had some Adobe issues and problems scanning. Let me know what questions you have.” (Ex. A10 at 2.) The email was sent from claire@parisgrouprealty.com, Licensee’s email address, and it contained Licensee’s signature block for Paris Group Realty, LLC. (*Id.* at 1, 2.)

33. Ms. Burke and Ms. Pelo subsequently reviewed the redacted offer, noting that it consisted of an original real estate sale agreement offer that had been hand altered, which was not in compliance with the industry standard. On the first page of the redacted offer, the original purchase price of \$755,000 had been stricken through with a handwritten line and the amount of \$770,000 had been handwritten above the original purchase price. Additionally, two sets of wet initials had been handwritten in the margin to the right of the modified amount. Ms. Burke and Ms. Pelo believed that the redacted offer was fraudulent because of the amount of time that it took Licensee to provide it to them, and because it contained hand alterations. Ms. Burke and Ms. Pelo decided to contact the buyers’ broker on the redacted offer, Rebeccah Lee with Keller Williams Sunset Corridor, to determine if the redacted offer was legitimate.² (Test. of Burke, Pelo; Exs. A11 at 1, A27 at 4.)

34. On April 25, 2023, at 12:18 pm, Licensee met with videographer Jonathan Boone to film a neighborhood tour video in downtown Beaverton, Oregon. (Ex. R5.)

35. On May 3, 2023, Ms. Pelo called Ms. Lee and asked whether she had submitted the redacted offer of \$770,000 on behalf of her clients. Ms. Lee stated that she did not submit the redacted offer of \$770,000. Ms. Lee stated that she submitted the original signed offer of \$755,000 on behalf of her clients. Ms. Lee stated that her clients would never have made an offer of \$770,000 because their maximum pre-approved purchase price was \$755,000. Ms. Lee also stated that she did not give anyone permission to amend the purchase price and initial with her client’s initials. (Test. of Pelo, Burke, Lee; Exs. A2 at 9, A17, A18, A27 at 4-5, 6.)

36. After speaking with Ms. Lee, Ms. Burke believed that Licensee had altered Ms. Lee’s clients’ original offer for the property in order to entice HH to agree to pay \$770,000 for the property. (Test. of Burke.)

37. On May 4, 2023, at 1:13 pm, Ms. Burke and Ms. Pelo held a conference call with Licensee. During the call, Ms. Burke confronted Licensee about the redacted offer that appeared to have been fraudulently altered. Ms. Burke told Licensee that Ms. Lee had confirmed that she did not submit the redacted offer of \$770,000 on behalf of her clients, and further, that she did not give anyone permission to amend the purchase price and initial with her client’s initials. Licensee was silent for much of the call and did not deny the accusation. Licensee also did not mention having anyone else at her firm involved in the transaction involving the property. At the end of the call, Licensee stated that she needed to check her records and would get back to them. (Test. of Burke; Exs. A2 at 9, A15 at 18-19, A27 at 5.)

² Ms. Burke and Ms. Pelo decided to wait until their client got through the contingencies involved in the sale of the property before contacting Ms. Lee and causing any friction with Licensee. (Test. of Burke.)

38. Following the conference call, on May 4, 2023, at 5:54 pm, Ms. Burke sent an email to Licensee, summarizing the events that had taken place, and stating the following:

Claire,

Thank you for taking our call at 1:13 pm today. I realize this is a very tough situation. I want to be clear about how it looks. To summarize:

- Friday April 21, 2023, at 6:06 pm [HH] submitted an offer to purchase 6950 N Delaware for \$760,000, provided the offer was accepted by your clients prior to 12:00 pm Saturday April 22nd. The offer stated [HH] would not request repair of or credit for any condition costing less than \$10,000 to remedy.
- Saturday April 22nd at 8:31 am you confirmed receipt and stated you would present the offer to your clients.
- 10:46 am you called me to ask whether [HH] would be willing to pay for replacement of the boiler already underway at your clients' expense (\$8988). [HH] declined. You stated your clients would still accept her offer.
- Shortly thereafter, you called stating another offer had been submitted at \$770,000 and if [HH] would increase her offer to \$770,000 her offer would be accepted. I requested a redacted copy of the competing offer to present to [HH]. You agreed to provide it. You did not. I called multiple times. You did not answer your phone. I texted you requesting the competing offer. You did not respond.
- Concerned that a third offer may be submitted, [HH] signed the Seller Counter Offer [*sic*] with a purchase price of \$770,000 without any verification or proof of the competing offer.
- Despite numerous additional requests for the competing offer, it wasn't until 11:49 am Tuesday April 25th that you provided the redacted offer, stating the delay was caused by Adobe issues and problems scanning.
- We have confirmed with Rebecca Lee, the buyer's broker, that she submitted the attached redacted offer on its original terms but not as amended. She did not give anyone permission to amend the purchase price and initial with her clients' initials.
- [HH's] initial offer of \$760,000 was raised to \$770,000 as a direct result of your assertion your clients had received another offer at \$770,000.

Equity and fairness mandate that [HH's] net cost for this property be reduced by the additional \$10,000 you enticed her to pay. This can be accomplished if you reduce your commission by \$10,000

and have your clients credit [HH] an additional \$10,000 for a total credit of \$15,000. An addendum to that affect [sic] * * * is attached. If you have another suggestion, we are open to discussion. However, we need to finalize the paperwork by 5:00 pm Monday May 8th so [HH's] lender may prepare accurate closing documents and our May 15th closing date will not be delayed.

We're very sorry it's come to this, but it's imperative that [HH] not suffer because of it. Correcting your wrong at this opportunity will potentially benefit you moving forward.

(Ex. A12 at 1-2; test. of Burke.)

39. On May 4, 2023, at approximately 7:00 pm, Licensee called Ms. Burke at her home. Regarding the redacted order, Licensee told Ms. Burke that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer. Licensee also told Ms. Burke that she had let the ghost writer employee go. Ms. Burke asked Licensee if there was another offer of \$770,000, and Licensee confirmed that there was. Ms. Burke asked Licensee if she was willing to send her that offer, and Licensee did not answer the question. Regarding making things right with the buyer, Licensee proposed writing a check to the buyer in the amount of \$10,000 after closing. Ms. Burke told Licensee that she could not do that because it would amount to lender fraud. (Test. of Burke; Exs. A2 at 9, A13 at 2.)

40. On May 5, 2023, at 1:41 pm, Ms. Burke sent an email to Licensee, confirming the conversation from the previous evening, and stating the following:

Claire,

Thank you for your call last evening. I am glad you're willing to make things right with [HH]. Unfortunately, your proposal of contributing \$10,000 to a new roof outside of the transaction would violate ORS 696.290 (prohibiting sharing commission with a non-licensee) and would potentially risk [HH's] financing as it would be cash coming back to her as part of this purchase that is not disclosed to the lender. The proper way to handle it is to reduce your commission and have your clients credit the \$10,000 toward closing costs and prepaid expenses. You might also consider excluding the commission that would be owed on that \$10,000 from your clients' commission obligation, but that is between you and your clients. I understand why you don't want to involve your clients, but if this was an honest mistake your clients will likely understand. They won't be harmed by the proposed solution – the net to them will remain the same.

When we spoke last night you told me your ghost-writer employee

redacted and sent the wrong offer. I asked if there is another offer at \$770,000 and your confirmed there is. I asked if you'd be willing to send that offer. You didn't answer that question.

If there is another offer at \$770,000 that is the competing offer that should have been sent, please provide it. It will go a long way in helping me understand what went wrong.

(Ex. A13 at 2; test. of Burke.)

41. On May 5, 2023, at 4:01 pm, Licensee notified Ms. Burke that she had received her email and would consult with the sellers. (Exs. A2 at 9, A27 at 5.) Licensee subsequently told the sellers that Ms. Burke was upset and believed that Licensee had misrepresented what was on the table. Licensee told the sellers that she was willing to discount her commission by \$10,000 and pass that amount on as a closing cost credit to the buyer of the property. (Ex. A1 at 10.)

42. On May 8, 2023, Licensee signed a Notice of Real Estate Compensation, reducing her commission from the sale of the property by \$10,000. (Ex. A23 at 1; *see also* Exs. A1 at 10, A9 at 15.)

43. On May 8, 2023, Licensee emailed Ms. Burke the sellers' signed Addendum to Real Estate Sale Agreement, which stated: "Seller shall contribute an additional \$10,000 to Buyer's closing costs and prepaid expenses, for a total contribution of \$15,000."³ (Ex. A9 at 15; *see also* Exs. A1 at 7, A2 at 10.)

44. On or about May 15, 2023, the buyer and the sellers closed on the property. (Ex. A15 at 43.)

45. Licensee never produced a written competing offer in the amount of \$770,000 for the property. Licensee never explained why the redacted offer had been fraudulently altered. (Test. of Burke; Ex. A15 at 25, 26, 28, 29.)

Real estate activity transaction information / industry standards

46. Verbal offers in real estate transactions are not enforceable. (Test. of Burke.)

47. When modifying an original offer in a real estate transaction, the industry standard is to submit an addendum that sets forth the new or modified offer or to submit a counteroffer. (Test. of Burke.)

48. Principal brokers are responsible for what their unlicensed assistants do on their behalf regarding real estate activity. (Test. of Burke.)

³ If Ms. Burke and Ms. Pelo had not pursued proof of the nonexistent competing offer of \$770,000, the buyer would have paid \$10,000 more than she should have for the property, and the sellers would have paid commission on that additional \$10,000 dollars. (Test. of Burke; Exs. A9 at 15, A15 at 20-23, A23.)

49. Real estate brokers are required to act honestly and in good faith. (Test. of Burke, Pelo.)

The complaint and investigation

50. On August 10, 2023, Ms. Burke filed a complaint against Licensee with the Agency and with PMAR, alleging that Licensee had been dishonest and had committed fraud in a real estate transaction involving the property. (Exs. A2, A27.) More specifically, Ms. Burke alleged:

Claire Paris violated the NAR Code of Ethics, Article I, obligation to ‘treat all parties honestly’ on four separate occasions by (1) verbally misrepresenting to Ginger Burke that Seller was in receipt of a competing offer at a purchase price of \$770,000, (2) verbally misrepresenting to Rebeccah Lee that Seller was in receipt of a competing offer at a purchase price of \$770,000, (3) fraudulently altering the offer submitted by Rebeccah Lee to reflect a purchase price of \$770,000, (4) in the conversation with Burke on May 5, insisting there was a second competing offer at \$770,000, that she employed a ‘ghost writer’ who mistakenly redacted the wrong offer and that she had since fired the ghost writer.

(Exs. A2 at 4, A27 at 4.)

51. On August 24, 2023, Licensee filed a response to the complaint with the Agency, denying that she had acted fraudulently or dishonestly in the real estate transaction involving the property, and stating:

The following is my response to the complaint submitted by Ginger Burke and agents at her firm. The transaction involved a residential property located at 6950 N. Delaware Ave, Portland, OR (“Delaware”).

Complainants accuse me of four separate violations. Three of the accusations allege verbal misrepresentations about competing offers. The last accusation is that I fraudulently altered a document.

Delaware was requested to be shown and/or was shown 14 times between 4/20-4/28. I fielded approximately 344 calls between that same time period. Clearly not all of these calls were related to Delaware, but it does give a sense of the scope of the number of calls I was fielding.

Because I was fielding so many phone calls, I was telling agents that the sellers had received offers, and that any offer would have to be over \$770K to be competitive. I recall conversations with agents suggesting that they had clients willing to pay \$770K. There

were several more agents saying they were going to write offers, but I was not actively following up for more offers, as those offers would be placed in a backup position at that point. I was honestly under the impression that a written offer for \$770k would be forthcoming.

The buyer's agent requested documentation of the other offers. I was under no obligation to provide that documentation and was extremely busy at the time. Ultimately, the buyer signed the purchase agreement on April 21, and the transaction moved forward. After the agreement was signed, the buyer's agent continued to request documentation of the other offers. At that point, I did not think it mattered because the buyer had agreed to proceed.

Nevertheless, at 11:47 am on April 25, the document at issue was scanned using the scanner at my office. The scanned document was then emailed two minutes later, at 11:49 am. But, I do not recall sending the email. I also do not recall redacting the document, nor scanning the document. In fact, I was not at my office at that time on April 25. I was at an appointment in Beaverton, OR. There are video records of me at the appointment in Beaverton at that time.

During the relevant time period, I had an unlicensed assistant. My assistant had full access to my computer, email, and files. It was routine for my assistant to send certain emails using my email account. The most plausible explanation is that my assistant, in an attempt to help out and provide documentation to the buyer's agent, prepared, scanned and sent the document. It is also possible that my assistant scanned the document to me, and I simply forwarded the document without reviewing the document. But I know with certainty that I had no intention of misleading anyone.

I recognize that I may have made an error in judgment. I realize that I should review any attachment before sending, and I realize that I should provide more oversight and supervision of my assistants. The accusations that I acted fraudulently or dishonestly toward the buyer's agent are hurtful and not true.

(Ex. A14 at 1.)

52. On September 6, 2023, the Agency opened an investigation and assigned Agency Investigator John Moore to investigate the matter. (Ex. A1 at 2.)

53. On March 8, 2024, Mr. Moore interviewed Ms. Lee. (Ex. A16.) During the

interview, Ms. Lee stated that she submitted her clients' offer of \$755,000 for the property. Ms. Lee stated that Licensee later contacted her and said that she had several offers and mentioned the amount of \$770,000. Ms. Lee stated that she talked to her clients about making an offer of \$770,000. Ms. Lee stated that her clients said they would not and could not make an offer of \$770,000. Ms. Lee stated that her clients were pre-qualified for \$755,000 and would not have qualified for a loan in the amount of \$770,000. Ms. Lee stated that she called Licensee and told her that her clients could not offer \$770,000 for the property. Ms. Lee stated that Licensee said she would get back to her, but she never heard back from Licensee. Ms. Lee stated that she did not submit a second offer in the amount of \$770,000. Ms. Lee stated that if she had submitted a second offer, she would have submitted it electronically. Ms. Lee stated that she was made aware of the manually altered offer document by Ms. Burke and Ms. Pelo. Ms. Lee stated that she did not submit a manually altered offer for \$770,000. (Exs. A1 at 8, A16 at 1.)

54. On March 11, 2024, Mr. Moore interviewed Licensee. (Ex. A19.) During the interview, when Mr. Moore asked Licensee if she ever got another offer of \$770,000, Licensee stated that she had conversations with two agents that said they were going to write at that level, but she ultimately never received the written offers. (*Id.* at 3.) When Mr. Moore asked Licensee if she ever found out who had manually altered the redacted offer, Licensee stated, "No, I did not." (*Id.* at 4.) When Mr. Moore asked Licensee if it was possible her assistant manually altered the redacted offer, Licensee stated that it was possible but when she asked her assistant about it, her assistant did not recall doing that. (*Id.*) When Mr. Moore asked Licensee if she had discussed with her assistant sending out the redacted offer to Burke, Licensee stated that she had asked her assistant "to find the paperwork that the other offers, that that were at [\$]770[,000] and send that to Ginger." (*Id.* at 5.) Licensee also stated that she never told her assistant to alter an offer. (*Id.*) When Mr. Moore asked Licensee if her assistant emailed the redacted offer to Burke or if Licensee had got it and sent it on to Burke, Licensee said, "That's so that's that is the real question, John, that we're not sure." (*Id.* at 6.) When Mr. Moore asked Licensee if it was possible that she received the redacted offer in her email, did not look at it, and then forwarded it via email to Ms. Burke, Licensee said, "Yeah." (*Id.* at 7-8.) Licensee then said, "It wasn't me because I was in a filming at that moment in time when it was emailed * * *." (*Id.* at 8.)

The PMAR hearing and resulting discipline

55. On December 7, 2023, a hearing was held before the PMAR Hearing Panel (the Panel) in the matter of Burke, Pelo and Lee, Complainant(s) versus Paris, Respondent. (Ex. A26 at 4-7.) During the hearing, Licensee testified that she did not personally send the altered document, that it was her assistant that carried out the task. Licensee also testified that she instructed her assistant to send the offer of \$770,000 to Ms. Burke. (*Id.* at 4.)

56. On December 7, 2023, following the hearing, the Panel issued a decision, finding that Licensee had violated Articles 1,⁴ 2,⁵ and 12⁶ of the NAR Code of Ethics. (Ex. A26 at 4.)

⁴ Article 1 states, "When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTORS remain obligated to treat all parties honestly." (Ex. A26 at 4; emphasis in original.)

The Panel found Licensee violated Article 1 by knowingly conveying the existence of a non-existent competing offer at \$770,000 and failing to honestly communicate to [Burke] that the modified offer was deceptive and fabricated. (*Id.* at 4-5.) The Panel found Licensee in violation of Article 2 for failing to avoid exaggeration and misrepresentation of facts by not disclosing the absence of an actual offer at \$770,000. The Panel found that, “[t]his omission had the potential to cause the buyer to pay more for the property than necessary.” (*Id.* at 5.) The Panel also found Licensee in violation of Article 12 for engaging in dishonest or untruthful communication with [Burke]. The Panel found that, “[d]espite the email appearing to originate from the [Licensee’s] email address with [Licensee’s] email signature and the attached modified price on the competing offer at \$770,000, the [Licensee] denied sending it. If the assistant was responsible for the modified offer and the delivery of such, the [Licensee] failed to ensure proper identification as the assistant identified themselves as the [Licensee] in the email.” (*Id.*) The Panel concluded that the [Licensee’s] communication was intended to deceive, as evidenced by the content of the email, the altered offer, and the testimonies of [Burke] and [Lee]. (*Id.*) The Panel recommended that Licensee be disciplined as follows: Pay a fine in the amount of \$2,000; receive a Letter of Reprimand; and be required to complete the NAR Ethics training course within 60 days of ratification by the PMAR Board of Directors and notify PMAR upon completion by a copy of the CE Certificate. (*Id.*) The Panel also assessed a processing fee in the amount of \$300 against Respondent for being found in violation of the Code of Ethics. (*Id.*)

57. On February 7, 2024, the PMAR Board of Directors adopted the PMAR Hearing Panel’s decision verbatim. (Ex. A26 at 3.)

58. On March 11, 2024, Diana Colin, PMAR’s Professional Standards Administrator notified the Agency of PMAR’s decision and the course of action it had taken against Licensee. (Ex. A26 at 1-7.)

Seller’s declaration

59. On September 16, 2025, AW signed a declaration that stated, in part:

2. I am the former owner (along with my husband) of 6950 N Delaware Ave, Portland, Oregon (“Property”). I sold the Property in 2023.

⁵ Article 2 states, “REALTORS shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. REALTORS shall not, however, be obligated to discover latent defects in the property, to advise on matters outside the scope of their real estate license, or to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law.” (Ex. A26 at 4; emphasis in original.)

⁶ Article 12 states, “REALTORS shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional.” (Ex. A26 at 4; emphasis in original.)

3. Claire Paris was my real estate agent during the transaction. Paris listed the Property for sale, handled the paperwork and addendums, and represented my interests during the entire transaction.

* * * * *

6. I understand that the buyer's agent of the Property has filed a complaint with the Oregon Real Estate Agency against Paris. I have not read or reviewed any of the allegations or the complaint.

7. To the extent the complaint alleges any violations of any duties owed by Paris to me or my husband, those allegations are meritless.

8. During the entire course of the transaction, Paris:

- a. acted honestly toward me and in good faith;
- b. disclosed any material issues to me;
- c. exercised reasonable care and diligence; and
- d. was loyal to me and my interests.

(Ex. R4.)

Licensee's previous discipline with the Agency

60. In July 2018, Licensee entered into a listing agreement with Tim and Jan Sharrock (sellers) for their property located at 3510 NE 19th Ave. in Portland, Oregon (subject property). On the signed listing agreement, "FOR-AIR" was listed as the heat source, and "GAS" was filled in for fuel. On July 15, 2018, Licensee received the Seller's Property Disclosure, which indicated that there was an underground storage tank. After reviewing the report, Licensee did not seek additional information from the sellers regarding the underground oil tank. On July 20, 2018, broker Dana Cody submitted an offer on behalf of her buyers, Tanja Diers and Noel Hendrickson (Diers and Hendrickson). On July 27, 2018, broker Katie Spurlock submitted an offer on behalf of her buyers, Caren and John Raisin (Raisins). On July 31, 2018, the sellers accepted the Raisins' offer. During the inspection on August 3, 2018, the inspector pointed out the oil line leading to the furnace, indicating the furnace was oil and not gas. That afternoon broker Spurlock sent an email to Licensee relaying the furnace was oil with a tank buried under the foundation. On August 6, 2018, the Raisins terminated the transaction. On August 6, 2018, the subject property was under contract with Diers and Hendrickson. Licensee notified broker Cody regarding the underground oil tank but did not mention the oil furnace or the conflicting information regarding it being oil instead of gas. On August 13, 2018, Diers and Hendrickson had their home inspection and were shocked to learn that the home had an oil furnace and that the underground oil tank was active. The buyer's repair addendum requested that the oil tank be decommissioned and the oil furnace be replaced with gas. The sellers agreed to decommission the oil tank and lower the price. (Ex. A28 at 1-3.)

61. On February 25, 2020, the Agency issued a stipulated order signed by Licensee, in which Licensee was reprimanded for engaging in the following violations regarding the subject property:

1) Violation: By failing to seek additional information after reviewing the Seller's Property Disclosure statement which indicated an underground storage tank, Paris violated ORS 696.301(3) as it incorporates ORS 696.805(3)(a) (2017 Edition) which states a seller's agent owes the seller involved in a real estate transaction the following affirmative duties: (a) to exercise reasonable care and diligence.

* * * * *

2) Violation: By failing to notify the second buyers, Diers and Hendrickson, or their broker, of the active oil furnace or that there was conflicting information regarding the type of furnace, Paris violated ORS 696.301(3) as it incorporates ORS 696.805(2)(c) (2017 Edition) which states a seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the following affirmative duties: (c) to disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party. Additionally, Paris demonstrated incompetence or untrustworthiness in violation of ORS 696.301(12) (2017 Edition) which states a licensee's real estate license may be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

(Ex. A28 at 1-4.)

Agency's historical discipline involving altered documents

62. Historically, the Agency has sought and/or imposed revocation of licensure when it found that a Licensee had altered a document.⁷ (Test. of Lewis.)

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⁷ During the hearing, the Agency presented evidence of two prior cases involving Licensees that altered documents: 1) In the matter of Lisa Jacobson, and 2) In the matter of John Curis Paz. (Hearing record.) Regarding the case involving Lisa Jacobson, the Agency found that Ms. Jacobson had altered a loan document. The Agency proposed revocation of Ms. Jacobson's license. Ms. Jacobson surrendered her license to the Agency. Regarding the case involving Mr. Paz, the Agency found that Mr. Paz had altered the signature and date on a property management agreement. The Agency revoked Mr. Paz's property manager license. (Test. of Lewis.)

CONCLUSIONS OF LAW

1. Licensee engaged in conduct that violated ORS 696.301(1), and (12) (2023 Edition).
2. Licensee engaged in conduct that violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c) (2023 Edition).
3. Licensee engaged in conduct that violated ORS 696.301(15) (2023 Edition).
4. For the proven violations, Licensee's principal broker license, license number 200309285, should be suspended for a period of 30 days.

OPINION

In its Second Amended Notice of Intent to Suspend License, the Agency proposes to suspend Licensee's principal broker license for 30 days based on three alleged violations of its statutes and the Oregon Real Estate Law. As the proponent, the Agency has the burden of proving its allegations by a preponderance of the evidence. ORS 183.450(2) ("The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position"); *Dixon v. Board of Nursing*, 291 Or App 207, 213 (2018) (in administrative actions, the standard of proof is the preponderance standard.) Proof by a preponderance of the evidence means that the fact finder is convinced that the facts asserted are more likely true than false. *Riley Hill General Contractor v. Tandy Corp.*, 303 Or 390, 402 (1987).

The violations

1. *Whether Licensee engaged in conduct that violated ORS 696.301(1), and (12) (2023 Edition).*

ORS 696.301 provides, in part:

Subject to ORS 696.396, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has:

(1) Created a reasonable probability of damage or injury to a person by making one or more material misrepresentations or false promises in a matter related to professional real estate activity.

* * * * *

(12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

Pursuant to the authority cited above, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee who has created a reasonable probability of damage or injury to a person by making one or more material misrepresentations or false promises in a matter related to professional real estate activity; or who has demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

The terms “material,” “misrepresentation,” “incompetence,” and “untrustworthiness” are not defined in the Agency’s statutes and rules. Thus, the plain meanings of the terms must be reviewed.

“Material” means “being of real importance or great consequence : substantial.” *Webster’s Third New Int’l Dictionary* 1392 (unabridged ed. 2002). “Misrepresentation” means “an untrue, incorrect, or misleading representation.” *Id.* at 1445. “Incompetence” means “the state or fact of being incompetent,” and “lack of physical, intellectual or moral ability.” *Id.* at 1144. “Incompetent” means “one incapable of doing properly what is required.” *Id.* “Untrustworthiness” means “the qualify or state of being untrustworthy.” *Id.* at 2514. “Untrustworthy” means “not trustworthy” and “unreliable.” *Id.*

“Professional real estate activity” is defined in ORS 696.301(17) as follows, in part:

“Professional real estate activity” means any of the following actions, when engaged in for another and for compensation or with the intention or in the expectation or upon the promise of receiving or collecting compensation, by any person who:

- (a) Sells, exchanges, purchases, rents or leases real estate;
- (b) Offers to sell, exchange, purchase, rent or lease real estate;
- (c) Negotiates, offers, attempts or agrees to negotiate the sale, exchange, purchase, rental or leasing of real estate;
- (d) Lists, offers, attempts or agrees to list real estate for sale[.]

As set forth in the record, during the period of April 21, 2023, through May 15, 2023, Licensee, Ms. Burke, and Ms. Pelo were involved in professional real estate activity involving the residential property located at 6950 N. Delaware Avenue in Portland, Oregon (the property). Licensee was the broker for PW and AW, the sellers of the property, and Ms. Burke and Ms. Pelo were the brokers for HH, the buyer of the property.

a. Material misrepresentation

The Agency first contends that Licensee made a material misrepresentation of a competing offer that resulted in the buyer submitting an offer based on the misrepresentation, in violation of ORS 696.301(1). Second Amended Notice of Intent to Suspend at 6; Agency’s

Closing Argument. Licensee contends to the contrary. For the following reasons, I agree with the Agency.

As detailed in the record, on April 21, 2023, at approximately 6:06 pm, Ms. Burke emailed Licensee the buyer's signed real estate sale agreement offer for the property, which included, in part, a purchase price of \$740,000; earnest money in the amount of \$25,000; additional deposit of \$455,000 before closing; and closing to occur on or before May 15, 2023. The buyer also included a kicker clause, indicating that if the offer was accepted on or before noon on April 22, 2023, the purchase price would be \$760,000 and the buyer would not request repair of or credit for any individual repairs costing less than \$10,000.

On April 22, 2023, at 8:31 am, Licensee confirmed receipt of the buyer's offer and notified Ms. Burke that she would present the offer to the sellers. At 8:33 am, Licensee emailed the offer to the sellers. In the email, Licensee asked the sellers if they had a moment to chat. At 10:46 am, Licensee called Ms. Burke and asked if the buyer would be willing to pay for the replacement of the boiler underway at the sellers' expense. At 10:48 am, Ms. Burke notified HH of the sellers' request.

At or around 10:50 am, Rebeccah Lee, a broker with Keller Williams Sunset Corridor, electronically submitted to Licensee, her clients' (KH and EB) signed residential real estate sale agreement offer for the property, which included a purchase price of \$755,000; earnest money of \$7,550; additional deposit of \$280,000 before closing; and closing to occur on or before May 22, 2023.

At 11:39 am, Ms. Burke called Licensee and advised that HH was not willing to pay for the boiler. Licensee then told Ms. Burke that the sellers would still accept the buyer's offer. At 11:43 am, Ms. Burke called HH and reported that acceptance of her offer was expected. At 11:58 am, Ms. Burke texted Licensee and requested that she copy Ms. Pelo with the sellers' acceptance.

At 12:57 pm, Licensee emailed Ms. Burke the sellers' signed counteroffer, which increased the sales price of the property to \$770,000 and stated that the sellers would replace the boiler prior to close with the make and model specified in the provided estimate. At 1:14 pm, Ms. Burke spoke with Licensee about the sellers' counteroffer. Licensee told Ms. Burke that she had received a competing offer of \$770,000 and that if HH would increase her offer to \$770,000, it would be accepted by the sellers. Ms. Burke asked Licensee to provide her with a redacted copy of the competing offer, which Licensee agreed to do.

At some point on April 22, 2023, Licensee contacted Ms. Lee regarding her clients' offer for the property. Licensee told Ms. Lee that she had several offers and mentioned the amount of \$770,000. Ms. Lee contacted her clients who stated they would not and could not make an offer of \$770,000. Ms. Lee then called Licensee and told her that her clients could not offer \$770,000 for the property.

At 1:20 pm, Ms. Burke texted Licensee to please send a redacted copy of the competing offer so that she and Ms. Pelo could present it to HH along with the sellers' counteroffer.

Licensee did not respond to Ms. Burke's text message. At 1:51 pm, having not received proof of the competing offer, Ms. Burke called HH and discussed the sellers' counteroffer and the purported competing offer. At 2:10 pm, HH signed the sellers' counteroffer and agreed to wait until Ms. Burke received proof of the competing offer.

At or around 2:10 pm, Ms. Buke texted Licensee that the sellers' counteroffer was signed and they were just waiting on proof of the competing offer. Licensee did not respond to Ms. Burke's text message. At 2:25 pm, Ms. Burke held a conference call with HH and Ms. Pelo. After being told that another buyer could get the house while they waited for proof of the competing offer, HH told Ms. Burke that she wanted to accept the sellers' counteroffer without proof of the competing offer. At 2:28 pm, Ms. Pelo emailed Licensee the sellers' counteroffer signed by the buyer. In the email, Ms. Pelo asked Licensee to please forward the redacted offer as soon as she could per Ms. Burke's request. Licensee did not respond to Ms. Pelo's email.

At 6:19 pm, Ms. Burke texted Licensee, "Just confirming your receipt of the counter offer [*sic*] on Delaware and that you can forward the competing offer. Please advise. Thank you." Exhibit A2 at 9. Licensee did not respond to Ms. Burke's text message.

On April 23, 2023, at 9:04 am, Ms. Burke texted Licensee, "[A]waiting the redacted copy of the competing offer you said you could share which was the catalyst for [HH] signing the Seller Counter Offer [*sic*]." Exhibit A2 at 9. At 12:18 pm, Licensee texted Ms. Burke, "[W]ill have it to you this afternoon." *Id.*

On April 24, 2023, at 10:29 am, Ms. Pelo emailed Kati Rodgers, Licensee's transaction coordinator, and stated, "Could you please forward the redacted competing offer Claire promised us that instigated the counter at \$770k...this is, at minimum, our 3rd request." Exhibit A2 at 9. At 10:32 am, Licensee emailed Ms. Pelo, and stated, "I'm working on it! I will have it to you by the end of the day. *Id.*

On April 25, 2023, at 11:49 am, Licensee emailed Ms. Burke and Ms. Pelo a copy of the redacted offer. Licensee also copied Ms. Rodgers on the email. In the body of the email, Licensee wrote, "Tami and Ginger – I'm sorry it took me so long to get this to you; we had some Adobe issues and problems scanning. Let me know what questions you have." Exhibit A10 at 2. The email was sent from claire@parisgrouprealty.com, Licensee's email address, and it contained Licensee's signature block for Paris Group Realty, LLC. *Id.* at 1, 2.

Ms. Burke and Ms. Pelo reviewed the redacted offer, noting that it consisted of an original real estate sale agreement offer that had been hand altered, which was not in compliance with the industry standard. On the first page of the redacted offer, the original purchase price of \$755,000 had been stricken through with a handwritten line and the amount of \$770,000 had been handwritten above the original purchase price. Additionally, two sets of wet initials had been handwritten in the margin to the right of the modified amount. Ms. Burke and Ms. Pelo believed that the redacted offer was fraudulent because of the amount of time that it took Licensee to provide it to them, and because it contained hand alterations. Ms. Burke and Ms. Pelo decided to contact Ms. Lee, the buyers' broker on the redacted offer, to determine if the redacted offer was legitimate.

On May 3, 2023, Ms. Pelo called Ms. Lee and asked whether she had submitted the redacted offer of \$770,000 on behalf of her clients. Ms. Lee stated that she did not submit the redacted offer of \$770,000. Ms. Lee stated that she submitted the original signed offer of \$755,000 on behalf of her clients. Ms. Lee stated that her clients would never have made an offer of \$770,000 because their maximum pre-approved purchase price was \$755,000. Ms. Lee also stated that she did not give anyone permission to amend the purchase price and initial with her client's initials. After speaking with Ms. Lee, Ms. Burke believed that Licensee had altered Ms. Lee's clients' original offer for the property to entice HH to pay \$770,000 for the property.

On May 4, 2023, at 1:13 pm, Ms. Burke and Ms. Pelo held a conference call with Licensee. During the call, Ms. Burke confronted Licensee about the redacted offer that appeared to have been fraudulently altered. Ms. Burke told Licensee that Ms. Lee had confirmed that she did not submit the redacted offer of \$770,000 on behalf of her clients, and further, that she did not give anyone permission to amend the purchase price and initial with her client's initials. Licensee was silent for much of the call and did not deny the accusation. Licensee also did not mention having anyone else at her firm involved in the transaction involving the property. At the end of the call, Licensee stated that she needed to check her records and would get back to them.

At 5:54 pm, Ms. Burke sent an email to Licensee, summarizing the events that had taken place, reiterating that the redacted offer of \$770,000 had not been submitted by Ms. Lee, and stating, in part: "[HH's] initial offer of \$760,000 was raised to \$770,000 as a direct result of your assertion your clients had received another offer at \$770,000. Equity and fairness mandate that [HH's] net cost for this property be reduced by the additional \$10,000 you enticed her to pay. This can be accomplished if you reduce your commission by \$10,000 and have your clients credit [HH] an additional \$10,000 for a total credit of \$15,000. An addendum to that affect [sic] * * * is attached." Exhibit A12 at 1-2.

At approximately 7:00 pm, Licensee called Ms. Burke at her home. Regarding the redacted order, Licensee told Ms. Burke that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer. Licensee also told Ms. Burke that she had let the ghost writer employee go. Ms. Burke asked Licensee if there was another offer of \$770,000, and Licensee confirmed that there was. Ms. Burke asked Licensee if she was willing to send her that offer, and Licensee did not answer the question. Regarding making things right with the buyer, Licensee proposed writing a check to the buyer in the amount of \$10,000 after closing. Ms. Burke told Licensee that she could not do that because it would amount to lender fraud.

On May 5, 2023, at 1:41 pm, Ms. Burke sent an email to Licensee, confirming the conversation from the previous evening, and stating, in part: "I am glad you're willing to make things right with [HH]. * * * The proper way to handle it is to reduce your commission and have your clients credit the \$10,000 toward closing costs and prepaid expenses. You might also consider excluding the commission that would be owed on that \$10,000 from your clients' commission obligation, but that is between you and your clients. I understand why you don't want to involve your clients, but if this was an honest mistake your clients will likely understand. They won't be harmed by the proposed solution – the net to them will remain the same." Exhibit A13 at 2.

At 4:01 pm, Licensee notified Ms. Burke that she had received her email and would consult with the sellers. Licensee subsequently told the sellers that Ms. Burke was upset and believed that Licensee had misrepresented what was on the table. Licensee told the sellers that she was willing to discount her commission by \$10,000 and pass that amount on as a closing cost credit to the buyer of the property.

On May 8, 2023, Licensee signed a Notice of Real Estate Compensation, reducing her commission from the sale of the property by \$10,000. On that same date, Licensee emailed Ms. Burke the sellers' signed Addendum to Real Estate Sale Agreement, which stated: "Seller shall contribute an additional \$10,000 to Buyer's closing costs and prepaid expenses for a total contribution of \$15,000." Exhibit A9 at 15. On May 15, 2023, the buyer and the sellers closed on the property.

Licensee never produced a written competing offer in the amount of \$770,000 for the property. In addition, Licensee admitted to Mr. Moore that she never received the written offers of \$770,000. Exhibit A19 at 3.

I find, by a preponderance of the evidence, that Licensee never received a written competing offer of \$770,000 for the property. I also find that Licensee's statement to Ms. Burke on April 22, 2023, that she had received a competing offer of \$770,000 was a substantially untrue representation, and therefore a material misrepresentation.

I further find that Licensee's material misrepresentation was intentionally done to entice and did in fact entice HH to agree to pay \$10,000 more for the property than she would have paid without the material misrepresentation, thereby *creating* a reasonable probability of damage or injury to HH.

I also find that but for Ms. Burke's and Ms. Pelo's diligence in trying to obtain a redacted copy of the nonexistent competing offer, HH would have been financially injured in the real estate transaction involving the purchase of the property because she relied on Licensee's material misrepresentation about the competing offer and subsequently agreed to pay \$10,000 more for the property.

Therefore, I conclude that Licensee created a reasonable probability of damage or injury to HH by making a material misrepresentation in a matter related to professional real estate activity in violation of ORS 696.301(1).

Licensee contends that the buyer was given a \$10,000 credit at closing. Licensee Claire Paris's Hearing Memorandum at 3. However, as stated above, Licensee's material misrepresentation enticed the buyer to agree to pay \$10,000 more for the property than she would have paid without the material misrepresentation, thereby creating a reasonable probability of damage or injury to HH. As such, the \$10,000 credit that the buyer received at closing placed the buyer back in the position she was at without the material misrepresentation. Licensee's argument is unpersuasive.

b. Incompetence or untrustworthiness

The Agency next contends that Licensee demonstrated incompetence and/or untrustworthiness by emailing Ms. Burke and Ms. Pelo an altered document that purported to be the redacted competing offer, in violation of ORS 696.301(12). The Second Amended Notice of Intent at 6, 8; Agency's Closing Argument. Licensee contends to the contrary. For the following reasons, I agree with the Agency.

As detailed previously, on April 21, 2023, at approximately 6:06 pm, Ms. Burke emailed Licensee the buyer's signed real estate sale agreement offer for the property, which included, in part, a purchase price of \$740,000; earnest money in the amount of \$25,000; additional deposit of \$455,000 before closing; and closing to occur on or before May 15, 2023. The buyer also included a kicker clause, indicating that if the offer was accepted on or before noon on April 22, 2023, the purchase price would be \$760,000 and the buyer would not request repair of or credit for any individual repairs costing less than \$10,000.

On April 22, 2023, at 8:31 am, Licensee confirmed receipt of the buyer's offer and notified Ms. Burke that she would present the offer to the sellers. At 8:33 am, Licensee emailed the offer to the sellers. At 10:46 am, Licensee called Ms. Burke and asked if the buyer would be willing to pay for the replacement of the boiler underway at the sellers' expense. At 10:48 am, Ms. Burke notified HH of the sellers' request.

At or around 10:50 am, Ms. Lee emailed Licensee her clients' signed residential real estate sale agreement offer for the property, which included a purchase price of \$755,000; earnest money of \$7,550; additional deposit of \$280,000 before closing; and closing to occur on or before May 22, 2023.

At 11:39 am, Ms. Burke called Licensee and advised that HH was not willing to pay for the boiler. Licensee then told Ms. Burke that the sellers would still accept the buyer's offer.

At 12:57 pm, Licensee emailed Ms. Burke the sellers' signed counteroffer, which increased the sales price of the property to \$770,000 and stated that the sellers would replace the boiler prior to close with the make and model specified in the provided estimate. At 1:14 pm, Ms. Burke spoke with Licensee about the sellers' counteroffer. Licensee told Ms. Burke that she had received a competing offer of \$770,000 and that if HH would increase her offer to \$770,000, it would be accepted by the sellers. Ms. Burke asked Licensee to provide her with a redacted copy of the competing offer, which Licensee agreed to do.

At some point on April 22, 2023, Licensee contacted Ms. Lee regarding her clients' offer for the property. Licensee told Ms. Lee that she had several offers and mentioned the amount of \$770,000. Ms. Lee contacted her clients who stated they would not and could not make an offer of \$770,000. Ms. Lee then called Licensee and told her that her clients could not offer \$770,000 for the property.

At 1:20 pm, Ms. Burke texted Licensee to please send a redacted copy of the competing offer so that she and Ms. Pelo could present it to HH along with the sellers' counteroffer.

Licensee did not respond to Ms. Burke's text message. At 1:51 pm, having not received proof of the competing offer, Ms. Burke called HH and discussed the sellers' counteroffer and the purported competing offer. At 2:10 pm, HH signed the sellers' counteroffer and agreed to wait until Ms. Burke received proof of the competing offer.

At or around 2:10 pm, Ms. Buke texted Licensee that the sellers' counteroffer was signed and they were just waiting on proof of the competing offer. Licensee did not respond to Ms. Burke's text message. At 2:25 pm, Ms. Burke held a conference call with HH and Ms. Pelo. After being told that another buyer could get the house while they waited for proof of the competing offer, HH told Ms. Burke that she wanted to accept the sellers' counteroffer without proof of the competing offer. At 2:28 pm, Ms. Pelo emailed Licensee the sellers' counteroffer signed by the buyer. In the email, Ms. Pelo asked Licensee to please forward the redacted offer as soon as she could per Ms. Burke's request. Licensee did not respond to Ms. Pelo's email.

At 6:19 pm, Ms. Burke texted Licensee, "Just confirming your receipt of the counter offer [*sic*] on Delaware and that you can forward the competing offer. Please advise. Thank you." Exhibit A2 at 9. Licensee did not respond to Ms. Burke's text message.

On April 23, 2023, at 9:04 am, Ms. Burke texted Licensee, "[A]waiting the redacted copy of the competing offer you said you could share which was the catalyst for [HH] signing the Seller Counter Offer [*sic*]." Exhibit A2 at 9. At 12:18 pm, Licensee texted Ms. Burke, "[W]ill have it to you this afternoon." *Id.*

On April 24, 2023, at 10:29 am, Ms. Pelo emailed Kati Rodgers, Licensee's transaction coordinator, and stated, "Could you please forward the redacted competing offer Claire promised us that instigated the counter at \$770k...this is, at minimum, our 3rd request." Exhibit A2 at 9. At 10:32 am, Licensee emailed Ms. Pelo, and stated, "I'm working on it! I will have it to you by the end of the day. *Id.*

On April 25, 2023, at 11:49 am, Licensee emailed Ms. Burke and Ms. Pelo a copy of the redacted offer. Licensee also copied Ms. Rodgers on the email. In the body of the email, Licensee wrote, "Tami and Ginger – I'm sorry it took me so long to get this to you; we had some Adobe issues and problems scanning. Let me know what questions you have." Exhibit A10 at 2. The email was sent from claire@parisgrouprealty.com, Licensee's email address, and it contained Licensee's signature block for Paris Group Realty, LLC. *Id.* at 1, 2.

Ms. Burke and Ms. Pelo reviewed the redacted offer, noting that it consisted of an original real estate sale agreement offer that had been hand altered, which was not in compliance with the industry standard. On the first page of the redacted offer, the original purchase price of \$755,000 had been stricken through with a handwritten line and the amount of \$770,000 had been handwritten above the original purchase price. Additionally, two sets of wet initials had been handwritten in the margin to the right of the modified amount. Ms. Burke and Ms. Pelo believed that the redacted offer was fraudulent because of the amount of time that it took Licensee to provide it to them, and because it contained hand alterations. Ms. Burke and Ms. Pelo decided to contact Ms. Lee, the buyers' broker on the redacted offer, to determine if the redacted offer was legitimate.

On May 3, 2023, Ms. Pelo called Ms. Lee and asked whether she had submitted the redacted offer of \$770,000 on behalf of her clients. Ms. Lee stated that she did not submit the redacted offer of \$770,000. Ms. Lee stated that she submitted the original signed offer of \$755,000 on behalf of her clients. Ms. Lee stated that her clients would never have made an offer of \$770,000 because their maximum pre-approved purchase price was \$755,000. Ms. Lee also stated that she did not give anyone permission to amend the purchase price and initial with her client's initials. After speaking with Ms. Lee, Ms. Burke believed that Licensee had altered Ms. Lee's clients' original offer for the property to entice HH to pay \$770,000 for the property.

On May 4, 2023, at 1:13 pm, Ms. Burke and Ms. Pelo held a conference call with Licensee. During the call, Ms. Burke confronted Licensee about the redacted offer that appeared to have been fraudulently altered. Ms. Burke told Licensee that Ms. Lee had confirmed that she did not submit the redacted offer of \$770,000 on behalf of her clients, and further, that she did not give anyone permission to amend the purchase price and initial with her client's initials. Licensee was silent for much of the call and did not deny the accusation. Licensee also did not mention having anyone else at her firm involved in the transaction involving the property. At the end of the call, Licensee stated that she needed to check her records and would get back to them.

At approximately 7:00 pm, Licensee called Ms. Burke at her home. Licensee told Ms. Burke that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer, and she had let the ghost writer employee go. Ms. Burke asked Licensee if there was another offer of \$770,000, and Licensee confirmed that there was. Ms. Burke asked Licensee if she was willing to send her that offer, and Licensee did not answer the question.

I find, by a preponderance of the evidence that on April 25, 2023, Licensee emailed an altered redacted offer that purported to be the redacted competing offer to Ms. Burke and Ms. Pelo to influence the purchasing decision of the buyer. As set forth in the record, the email was sent from Licensee's email address, copied to Licensee's transaction assistant, and contained Licensee's signature block for Paris Group Realty, LLC. Moreover, the content and tone of the email demonstrated familiarity, which Licensee, Ms. Burke, and Ms. Pelo all demonstrated in their emails and text messages to each other.

I also find that by emailing an altered redacted offer that purported to be the redacted competing offer to Ms. Burke and Ms. Pelo on April 25, 2023, to influence the purchasing decision of the buyer, Licensee demonstrated a lack of moral ability and a lack of trustworthiness in the real estate transaction involving the property.

I further find, more likely than not, that at some point between April 22, 2023, and April 25, 2023, Licensee altered Ms. Lee's clients' original offer without Ms. Lee's permission. As set forth in the record, Licensee was the only individual that had a financial incentive to pull Ms. Lee's client's original offer and alter it to support her material misrepresentation and influence the purchasing decision of HH. In addition, Licensee was the only person who spoke with Ms. Lee on April 22, 2023, and knew that Ms. Lee's clients would not be submitting a second offer on the property, making the original offer available for alteration.

I also find that by altering Ms. Lee’s clients’ original offer without Ms. Lee’s permission, Licensee engaged in conduct that was both dishonest⁸ and fraudulent⁹ in the real estate transaction involving the property.

I further find that on May 4, 2023, Licensee was dishonest with Ms. Burke when she stated that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer, and that there was another offer of \$770,000.

I conclude that Licensee demonstrated both incompetence and untrustworthiness in performing any act for which a real estate licensee is required to hold a license when she emailed a fraudulently altered redacted offer that purported to be the redacted competing offer to Ms. Burke and Ms. Pelo on April 25, 2023, to influence the purchasing decision of the buyer, in violation of ORS 696.301(12).

Licensee contends that she did not alter or email the redacted offer. However, the preponderance of the evidence establishes otherwise.

Licensee also contends that she was being filmed when the email was sent. Exhibit A19 at 8. However, Licensee did not meet with the videographer until 12:18 pm on April 25, 2023, which was 29 minutes *after* the email was sent. As such, Licensee’s contention is unpersuasive.

2. Whether Licensee engaged in conduct that violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c) (2023 Edition).

ORS 696.805 provides, in part:

(2) A seller’s agent owes the seller, other principals and the principals’ agents involved in a real estate transaction the following affirmative duties:

(a) To deal honestly and in good faith;

* * * * *

(c) To disclose material facts known by the seller’s agent and not apparent or readily ascertainable to a party.

(3) A seller’s agent owes the seller involved in a real estate transaction the following affirmative duties:

(a) To exercise reasonable care and diligence;

⁸ “Dishonest” means “characterized by a lack of truth, honesty, probity, or trustworthiness or by an inclination to mislead, lie, cheat, or defraud : fraudulent.” *Webster’s* at 650.

⁹ “Fraudulent” means “belonging to or characterized by fraud : founded on fraud : false.” *Id.* at 904.

* * * * *

(c) To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction[.]

The Agency contends that Licensee's actions in the real estate transaction involving the property violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c). Second Amended Notice of Intent to Suspend at 7. Licensee contends to the contrary. As set forth below, I agree with the Agency.

To deal honestly and in good faith

Pursuant to ORS 696.805(2)(a), a seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the affirmative duty to deal honestly and in good faith.

As determined previously, at some point between April 22, 2023, and April 25, 2023, Licensee fraudulently altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. I find that by engaging in that conduct, Licensee violated her duty to deal honestly and in good faith with Ms. Lee and her clients. I conclude that Licensee engaged in conduct that violated ORS 696.805(2)(a).

To disclose material facts known by the seller's agent

Pursuant to ORS 696.805(2)(c), a seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the affirmative duty to disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party.

As determined previously, Licensee never received a written competing offer of \$770,000 for the property. I find that Licensee violated her duty to disclose material facts known to her and not apparent to another party when she failed to disclose to Ms. Burke, Ms. Pelo, and HH the nonexistence of a competing offer. I conclude that Licensee engaged in conduct that violated ORS 696.805(2)(c).

Exercise reasonable care and diligence

Pursuant to ORS 696.805(3)(a), a seller's agent owes the seller involved in a real estate transaction the affirmative duty to exercise reasonable care and diligence.

As set forth in the record, AW, one of the sellers of the property, submitted a declaration stating that Licensee had not violated any duties owed to her or her husband. However, in her declaration, AW also stated that she had not read or reviewed any of the allegations or the complaint against Licensee.

I infer from AW's statement that the sellers were not aware that Licensee never received a written competing offer of \$770,000 for the property. As such, I find that Licensee violated her

duty to exercise reasonable care and diligence when she failed to notify the sellers of the nonexistence of a competing offer. I conclude that Licensee engaged in conduct that violated ORS 696.805(3)(a).

Not taking action that is adverse or detrimental to the seller's interest

Pursuant to ORS 696.805(3)(c), a seller's agent owes the seller involved in a real estate transaction the affirmative duty to be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction.

As indicated above, in her declaration, AW stated that she had not read or reviewed any of the allegations or the complaint against Licensee. I infer from AW's declaration that the sellers were not aware that Licensee fraudulently altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission.

I find that Licensee violated her duty to be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction when she altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. I conclude that Licensee engaged in conduct that violated ORS 696.805(3)(c).

Licensee contends that the sellers did not suffer any harm. Licensee Claire Paris's Hearing Memorandum at 3, 4. However, the affirmative duties cited above do not require proof of harm. As such, Licensee's argument is unpersuasive.

3. Whether Licensee engaged in conduct that violated ORS 696.301(15) (2023 Edition).

ORS 696.301 provides, in part:

Subject to ORS 696.396, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has:

* * * * *

(15) Engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

Pursuant to the authority cited above, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee who has engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

The Agency contends that by violating the NAR Code of Ethics as determined by PMAR, Licensee engaged in conduct that was below the standard of care for the practice of real estate activity in Oregon, in violation of ORS 696.301(15). Second Amended Notice of Intent to Suspend at 7. Licensee contends to the contrary. I agree with the Agency.

As set forth in the record, PMAR is a local member association of the National Association of Realtors (NAR). Licensee is a member of PMAR. Members of PMAR are required to adhere to the NAR Code of Ethics, which are the standards of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. Testimony of Burke; Exhibit A26.

On August 10, 2023, Ms. Burke filed a complaint against Licensee with the Agency and with PMAR, alleging Licensee had been dishonest and committed fraud in a real estate transaction involving the property. Ms. Burke also alleged that Licensee violated the NAR Code of Ethics.

On December 7, 2023, a hearing was held before the PMAR Hearing Panel (the Panel) in the matter of Burke, Pelo and Lee, Complainant(s) versus Paris, Respondent. During the hearing, Licensee testified that she did not personally send the altered document, that it was her assistant that carried out the task. Licensee also testified that she instructed her assistant to send the offer of \$770,000 to Ms. Burke.

Following the hearing, the Panel issued a decision, finding that Licensee had violated Articles 1, 2, and 12 of the NAR Code of Ethics. Exhibit A26 at 4. The Panel found Licensee violated Article 1 by knowingly conveying the existence of a non-existent competing offer at \$770,000 and failing to honestly communicate to [Burke] that the modified offer was deceptive and fabricated. *Id.* at 4-5. The Panel found Licensee in violation of Article 2 for failing to avoid exaggeration and misrepresentation of facts by not disclosing the absence of an actual offer at \$770,000. The Panel found that, “[t]his omission had the potential to cause the buyer to pay more for the property than necessary.” *Id.* at 5. The Panel also found Licensee in violation of Article 12 for engaging in dishonest or untruthful communication with [Burke]. The Panel found that, “[d]espite the email appearing to originate from the [Licensee’s] email address with [Licensee’s] email signature and the attached modified price on the competing offer at \$770,000, the [Licensee] denied sending it. If the assistant was responsible for the modified offer and the delivery of such, the [Licensee] failed to ensure proper identification as the assistant identified themselves as the [Licensee] in the email.” *Id.* The Panel concluded that the [Licensee’s] communication was intended to deceive, as evidenced by the content of the email, the altered offer, and the testimonies of [Burke] and [Lee]. *Id.* The Panel recommended that Licensee be disciplined as follows: Pay a fine in the amount of \$2,000; receive a Letter of Reprimand; and be required to complete the NAR Ethics training course within 60 days of ratification by the PMAR Board of Directors and notify PMAR upon completion by a copy of the CE Certificate. *Id.* The Panel also assessed a processing fee in the amount of \$300 against Respondent for being found in violation of the Code of Ethics. *Id.*

I find, by a preponderance of the evidence, that by violating Articles 1, 2, and 12 of the

NAR Code of Ethics as determined by PMAR, Licensee engaged in conduct that was below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. I conclude that Licensee engaged in conduct that violated ORS 696.301(15).

Licensee contends that the standards set forth by PMAR are not standards of care, laws or rules adopted by the Agency. Licensee Claire Paris's Hearing Memorandum at 4.

However, in ORS 696.301(15), the Oregon Legislature authorized the Real Estate Commission to suspend or revoke the real estate license of any real estate licensee who has engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon *as established by the community of individuals engaged in the practice of professional real estate in Oregon*. PMAR is a community of individuals engaged in the practice of professional real estate in Oregon. PMAR is a local member of the National Association of Realtors (NAR). Members of PMAR are required to adhere to the NAR Code of Ethics, which are both ethical standards and the standards of care for licensed realtors in Oregon. Accordingly, Licensee's argument is unpersuasive.

Licensee also contends that under *Pratt v. Real Estate Div.*, 76 Or App 483 (1985), the Agency cannot find more than one violation based on the same discrete act. Licensee Claire Paris's Hearing Memorandum at 2.

In *Pratt*, the Real Estate Commissioner (Commissioner) permanently revoked Petitioner's real estate broker license for violating ORS 696.301(1), (6), (29)(a), (b), (c) and (d), and (32)(a), (b), (c) and (d). Petitioner appealed and assigned error to the Commissioner's decision to conclude that the same conduct violated different subsections of ORS 696.301. The Court reviewed the violations and determined that the violations of ORS 696.301(1) and (6) were based on a single allegation that petitioner misrepresented the boundary line. *Pratt*, 76 Or App at 491. The Court also determined that the violations of ORS 696.301(29)(a) and (32)(a) were based on the same allegation of misconduct that Petitioner had failed to determine the accurate boundaries of the property before showing it to prospective buyers. *Id.* The Court found that the Commissioner had improperly permuted a single act of misconduct into two or more by affixing different labels to the act. *Id.* The Court also found that it was not improper for the Commissioner to distinguish petitioner's clearly separate acts related to the same transaction. *Id.* at 492. The Court affirmed the remaining violations and remanded the case to the Commissioner for reconsideration of the sanction. *Id.* at 493.

In this case, a preponderance of the evidence establishes that Licensee engaged in several separate acts that were related to the same transaction. As set forth in the record, on April 22, 2023, Licensee made a material misrepresentation when she told Ms. Burke that she had received a competing offer of \$770,000 for the property. Licensee's material misrepresentation enticed HH to agree to pay \$10,000 more for the property than she would have paid without the material misrepresentation, thereby creating a reasonable probability of damage or injury to HH. ORS 696.301(1).

In addition, on April 25, 2023, Licensee emailed a fraudulently altered redacted offer that

purported to be the redacted competing offer to Ms. Burke and Ms. Pelo to influence the purchasing decision of the buyer, and by doing so, Licensee demonstrated both incompetence (a lack of moral ability) and untrustworthiness in the real estate transaction involving the property. ORS 696.301(12).

Moreover, at some point between April 22, 2023, and April 25, 2023, Licensee altered Ms. Lee's client's original offer without Ms. Lee's permission. Licensee's conduct was both dishonest and fraudulent and violated her affirmative duties to Ms. Lee and the sellers. ORS 696.805(2)(a), and (3)(c).

Furthermore, Licensee failed to disclose the nonexistence of a competing offer to Ms. Burke, Ms. Pelo, HH, and the sellers. Licensee's conduct violated her affirmative duties to the buyer, the buyer's agents, and the sellers. ORS 696.805(2)(c), and (3)(a).

Additionally, following a PMAR hearing, Licensee was found to have violated Articles 1, 2, and 12 of NARS Code of Ethics as determined by PMAR. Licensee's conduct was below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. ORS 696.301(15).

I conclude that Licensee engaged in several separate acts that were related to the same transaction. As such, the Agency did not improperly permute a single act of misconduct into two or more by affixing different labels to the act.

The sanction

4. Whether Licensee's principal broker license, license number 200309285, may be suspended for a period of 30 days.

ORS 696.301 provides, in part:

Subject to ORS 696.396, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has:

(1) Created a reasonable probability of damage or injury to a person by making one or more material misrepresentations or false promises in a matter related to professional real estate activity.

* * * * *

(3) Disregarded or violated any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency.

* * * * *

(12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

* * * * *

(15) Engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

ORS 696.396 provides, in part:

(1) The Real Estate Commissioner shall provide by rule for the progressive discipline of real estate licensees and an objective method for investigation of complaints alleging grounds for discipline under ORS 696.301.

(2) The rules adopted by the commissioner under this section:

* * * * *

(c) May not authorize imposition of a suspension or a revocation of a real estate license unless the material facts establish a violation of a ground for discipline under ORS 696.301 that:

* * * * *

(B) Exhibits incompetence in the performance of professional real estate activity;

(C) Exhibits dishonesty or fraudulent conduct; or

(D) Repeats conduct or an act that is substantially similar to conduct or an act for which the real estate licensee was disciplined previously.

OAR 863-027-0020 provides, in part:

(1) The goal of progressive discipline is to correct a licensee's inappropriate behavior, deter the licensee from repeating the conduct, and educate the licensee to improve compliance with applicable statutes and rules. Progressive discipline means the process the Real Estate Agency follows, which may include using

increasingly severe steps or measures against a licensee when a licensee fails to correct inappropriate behavior or exhibits subsequent instances of inappropriate behavior.

(2) The Real Estate Commissioner will evaluate all relevant factors to determine whether to issue a non-disciplinary educational letter of advice or to discipline a licensee through reprimand, suspension or revocation under ORS 696.301, including but not limited to:

- (a) The nature of the violation;
- (b) The harm caused, if any;
- (c) Whether the conduct was inadvertent or intentional;
- (d) The licensee's experience and education;
- (e) Whether the licensee's conduct is substantially similar to conduct or an act for which the licensee was disciplined previously;
- (f) Any mitigating or aggravating circumstances;
- (g) The licensee's cooperation with the investigation;
- (h) Any Agency hearing orders addressing similar circumstances;
and
- (i) The licensee's volume of transactions.

The Agency contends that Licensee should have her license suspended for a period of 30 days. Second Amended Notice of Intent to Suspend at 1. Licensee contends to the contrary. As explained below, I agree with the Agency.

As set forth in the record, the Agency has proven that Licensee violated ORS 696.301(1), (12), and (15), and ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c). As cited above, ORS 696.396 requires the Agency provide for progressive discipline. Under ORS 696.396(2)(c)(B), (2)(c)(C) and (2)(c)(D), the Agency may suspend a real estate license where the material facts establish a violation of a ground for discipline under ORS 696.301 that exhibits incompetence in the performance of professional real estate activity; exhibits dishonest or fraudulent conduct; or repeats conduct or an act that is substantially similar to conduct or an act for which the real estate licensee was disciplined previously. OAR 863-027-0020 identifies factors to be considered in determining the appropriate discipline, including the nature of the violation, the harm caused, whether the conduct was inadvertent or intentional, Licensee's experience and education, whether the Licensee's conduct is substantially similar to conduct or an act for which the Licensee was disciplined previously, any mitigating or aggravating circumstances, and the

Licensee's volume of transactions.

In this case, Licensee has seven years' experience as a principal broker, owns a busy practice, supervises eight brokers, and handles approximately 100 transactions per year. Licensee has a bachelor's degree and is a member of PMAR. That being said, Licensee's conduct in this matter was dishonest and fraudulent. Licensee fraudulently altered a document to support her material misrepresentation that she had received a competing offer of \$770,000 for the property, and to influence the purchasing decision of the buyer. Licensee's conduct was also intentional. Licensee intentionally made a material misrepresentation to entice the buyer in the real estate transaction to increase her purchase price by \$10,000. Licensee's conduct also demonstrated incompetence and untrustworthiness. Licensee emailed the buyer's brokers a fraudulently altered document that purported to be the redacted competing offer of \$770,000, to influence the purchasing decision of the buyer. Licensee's conduct also violated her affirmative duties to others. Licensee violated her duty to deal honestly and in good faith with Ms. Lee and her clients when she fraudulently altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. Licensee violated her duty to disclose material facts known to her and not apparent to another party when she failed to disclose to Ms. Burke, Ms. Pelo, and HH the nonexistence of a competing offer. Licensee violated her duty to exercise reasonable care and diligence when she failed to notify the sellers of the nonexistence of a competing offer. Licensee also violated her duty to be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction when she altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. Licensee's conduct was also below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. Licensee violated Articles 1, 2, and 12 of NARS Code of Ethics as determined by PMAR. Finally, as set forth in the record, Licensee was previously disciplined for violating her affirmative duties to others, including the duty to disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party, and the duty to exercise reasonable care and diligence. Exhibit A28.

In sum, considering Licensee's dishonest, fraudulent, incompetent and untrustworthy conduct in this matter, I find that suspension of Licensee's principal broker license, license number 200309285, for 30 days is warranted under ORS 696.301(1), (12), and (15), and 696.396(2)(c)(B), (2)(c)(C), and (2)(c)(D).

FINAL ORDER

Claire Paris’s real estate principal broker license is SUSPENDED for 30 days. The suspension will be effective immediately once the order is signed by the Commissioner. Paris must comply with all other applicable license reinstatement requirements.

Dated this 3rd day of February, 2026.

OREGON REAL ESTATE AGENCY

Signed by:

Steve Strode

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Steven Strode
Real Estate Commissioner



NOTICE OF RIGHT TO APPEAL: You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review within 60 days from the date of service of this order. Judicial review is to the Oregon Court of Appeals, pursuant to the provisions of ORS 183.482.

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
LYNN S CUMBERLAND) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Lynn Cumberland (Cumberland) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Cumberland was licensed as a principal broker with Cumberland Realty Group (CRG).

1.2 The Agency received a letter from US Bank dated April 25, 2025, which indicated that CRG wrote a check out of clients' trust account ending in -9300 (CTA #9300), in the amount of \$7,000.00, which exceeded the current balance of \$4,278.44.

1.3 In response, Cumberland wrote, "The deposits to the CTA account and this check must have crossed. Before I wrote that check, I verified that the bank had over \$10,000 in the CTA. We have since taken the appropriate measure to remedy this unintentional oversight."

1.4 Agency Investigator Dylan Ray (Ray) requested Cumberland submit the April 2025 reconciliation and supporting documentation for CTA #9300.

1.5 A review of the records Trust Account Reconciliation document showed:

- Part I: Bank reconciliation date of April 30, 2025, and balance of \$5,036.29, with no outstanding deposits or withdrawals.

- Part II: Left Blank, with a handwritten explanation that read, “Need to provide correct ledgers.”
- Part III: Balance of \$3,742.44
- Part IV: Left blank, with a handwritten explanation that read, “Need to Research – the trust accounts are correct with the exception of ck20930 which was NSF for maple + maple 2 – Both Bank + Security Dep are correct.”

1.6 The Trust Account Reconciliation document was not signed and was dated June 20, 2025.

(1) Conclusion of Law: By failing to sign and complete the clients’ trust account reconciliation within 30-days of the bank statement, Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0028(2)(a)(B)(b)(d)(A)(B) 1/1/2025 Edition.

1.7 Separate check and deposit registers were provided to the Agency. These records did not comply with Agency requirements for a journal of receipts and disbursements. The records were not organized by date, did not have a running balance after each transaction, or identify a purpose for the disbursements.

1.8 The check register included two disbursements to CRG on April 29, 2025, in the amount of \$359.34. One disbursement was noted as “voided” with a handmade slash through the figure. However, each disbursement was of positive value, and no additional documentation was provided to show this was done in April 2025.

1.9 A review of the provided April 2025 Venmo statement showed that at the start of April 2025, all Venmo deposits had an equal corresponding transfer reflected in the registers. Beginning on April 16, 2025, no further Venmo deposits were identified.

1.10 Ray identified seven Venmo transactions in April 2025 that were not identified in the check and deposit registers.

(2) Conclusion of Law: By failing to include all required information in a record of receipts and disbursements, Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0040(1)(2)(a)(b)(C)(D)(e)(5) 1/1/2025 Edition.

(3) Conclusion of Law: By failing to deposit funds within five days of receipt, Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0065(4) 1/1/2025 Edition.

1 1.11 A review of the Trust Account Detail (Cash) report showed multiple owners with
2 negative balances during the month of April 2025.

3 1.12 The first owner identified had a ledger balance of -\$7.70 for one day when rent
4 was deposited creating a positive balance.

5 1.13 The second owner is identified twice under two separate ledgers. The two
6 ledgers had beginning balances of -\$74.38 and -\$82.43 respectively. Both ledgers showed an
7 April 12, 2025, payment made to CRG in the amount of \$34.35.

8 **(4) Conclusion of Law:** By allowing negative balances on multiple owner ledgers,
9 Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0027(3)
10 1/1/2025 Edition.

11 1.14 Ray interviewed Cumberland and accountant Sandra Landis (Landis). During the
12 interview they explained that the reason the check #20930 was returned for nonsufficient funds
13 was due to Venmo having a delay of two to three days before funds are transferred into CTA
14 #9300, in addition to daily and weekly caps on transfers.

15 1.15 Landis further explained that she completed the Venmo transfer but wrote the
16 check before funds had cleared the account due to the delay. Landis told Ray that every month
17 would cause problems with getting funds into the bank account on time, due to the delays and
18 transfer limits on Venmo.

19 1.16 Cumberland and Landis told Ray they had been using Venmo for approximately
20 one year and had identified that Venmo was an issue approximately one year ago during a
21 previous Agency investigation.

22 **(5) Conclusion of Law:** By failing to verify funds deposited electronically before disbursing,
23 Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0027(7)
24 1/1/2025 Edition.

25 **(6) Conclusion of Law:** Cumberland continued to use a mobile payment application which
26 caused multiple non-sufficient funds and negative balances in clients' trust accounts. This act
27 is Ground for Discipline under ORS 696.301(12) and (15) 2023 Edition.

28 1.17 During the interview, Landis identified her duties with CRG as pay bills, collect
29 deposits from tenants, record deposits into Yardi, complete reconciliations, email monthly
30 owner statements, and make payments to owners.

1 1.18 A review of the delegation of authority that was provided showed that Landis had
2 authorization to receive and disburse funds from CTA #9300. No additional duties were listed
3 on the delegation of authority.

4 **(7) Conclusion of Law:** By failing to have a written delegation of authority, Cumberland
5 name violated ORS 696.301(3) and its implementing rule OAR 863-025-0015(5) 1/1/2025
6 Edition.

7 1.19 When asked specific questions about the records that were submitted for April
8 2025, Cumberland and Landis told Ray that they did not have the records available or
9 accessible to view.

10 **(8) Conclusion of Law:** By failing to have records of professional property management
11 available for review by the Agency, Cumberland violated ORS 696.301(3) as it incorporates
12 ORS 696.280(3)(4)(c)(d)(5) 2023 Edition.

13 1.20 The April 2025 bank statement included two checks issued by CRG identified as
14 Final Accounting and Security Deposit Refund. Additionally, the April 2025 Deposit Register
15 contained two additional payments, identified as a tenant deposit and rent.

16 1.21 A review of the September 2024 reconciliation for CTA #9300, identified an
17 additional security deposit refund check.

18 1.22 In response to Ray's questions regarding the security deposit refund checks,
19 Cumberland wrote, "This was a refund of security deposits. Even though we do not hold the
20 deposits, the owners do, and at their direction we refund the tenant deposits from their account
21 as and [sic] expense."

22 1.23 Ray asked Cumberland to provide owner and tenant ledgers, as well as a copy of
23 the instructions from property owners on handling the disbursement of security deposit
24 refunds.

25 1.24 Cumberland submitted supporting records to Ray but did not provide the
26 requested owner and tenant ledgers. Cumberland later followed up with Ray and wrote, "We
27 don't use tenant ledgers."

28 **(9) Conclusion of Law:** By failing to maintain tenant ledgers, Cumberland violated ORS
29 696.301(3) and its implementing rule OAR 863-025-0035(1)(f)(4) 1/1/2025 Edition. In addition,
30

1 Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0050(1)(4)(a)(b)
2 (c)(d)(A)(B)(C)(D)(e)(A)(B)(C)(D)(E)(f) 1/1/2025 Edition.

3 1.25 A review of an owner ledger provided showed the property owner received an
4 owner payment dated April 12, 2025, with check #250415 in the amount of \$1,599.78 and on
5 April 25, 2025, the amount of \$3,898.92 with check #42529.

6 1.26 A review of the 'Bank Reconciliation Report' showed a disbursement identified by
7 check #250415 on April 12, 2025, to the owner in the amount of \$3,429.78.

8 1.27 A review of the 'Check Register' showed disbursements to the property owner in
9 the amount of \$3,898.92 with check #42529, and the amount of \$3,429.78 with check
10 #250415.

11 1.28 The owner ledger did not include check #42529.

12 **(10) Conclusion of Law:** By failing to identify a disbursement from an owner ledger,
13 Cumberland violated ORS 696.301(3) and its implementing rule OAR 863-025-0055(3)(c)(A)
14 (B)(D)(E) 1/1/2025 Edition.

15 **(11) Conclusion of Law:** By failing to maintain owner ledgers in a format that readily
16 enables tracking and reconciliation, Cumberland violated ORS 696.301(3) and its
17 implementing rule OAR 863-025-0035(3)(b) 1/1/2025 Edition.

18 1.29 The Agency received two additional letters from US Bank regarding CTA #9300.
19 The first letter indicated the account had a negative balance of -\$633.32. The second letter
20 identified the starting balance for the account of -\$633.32, and an ending balance of -\$821.83

21 **(12) Conclusion of Law:** The Agency received two notices of non-sufficient funds from US
22 Bank for CTA #9300. This is Grounds for Discipline under ORS 696.301(12) and (15) 2023
23 Edition.

24 1.30 All of the above demonstrates a failure to uphold affirmative duties to account in
25 a timely manner for all funds received from or on behalf of the owner, and to act in a fiduciary
26 manner in all matters relating to trust funds.

27 1.31 All of the above demonstrates incompetence or untrustworthiness in performing
28 acts for which the real estate licensee is required to hold a license and conduct that is below
29 the standard of care for the practice of professional real estate activity in Oregon.

30

1 **(13) Conclusion of Law:** Based on the foregoing, Cumberland violated ORS 696.301(3) as
2 it incorporates ORS 696.890(4)(c)(d)(e) 2023 Edition.

3 **(14) Conclusion of Law:** Based on the foregoing, Cumberland is subject to discipline under
4 ORS 696.301(12) and (15) 2023 Edition.

5
6 2.

7 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

8 2.2 The Agency reserves the right to investigate and pursue additional complaints
9 that may be received in the future regarding this licensee.

10 2.3 In establishing the violations alleged above, the Agency may rely on one or more
11 of the definitions contained in ORS 696.010.

12
13 3.

14 **STIPULATION AND WAIVER**

15 I, Lynn Cumberland, have read and reviewed this Stipulated Final Order and its
16 Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings
17 of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full
18 and complete agreement and stipulation between the Agency and me. I further understand
19 that if I do not agree with this stipulation, I have the right to request a Hearing on this matter
20 and to be represented by legal counsel at such a Hearing. I also understand that any Hearing
21 would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in
22 accordance with the Rules of Practice and Procedure adopted by the Attorney General of the
23 State of Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights
24 to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
25 matter.

26 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
27 understand that the Order which follows hereafter, which I have also read and understand,
28 may be completed and signed by the Real Estate Commissioner or may be rejected by the
29 Real Estate Commissioner. I further understand that, in accordance with the provisions of
30

1 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
2 Journal.

3 In addition to all of the above, I agree that once the Commissioner executes this
4 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
5 waive the right to challenge the validity of service.

6 ORDER

7 IT IS HEREBY ORDERED that Lynn Cumberland’s principal broker license be
8 reprimanded.

9 IT IS FURTHER ORDERED that Cumberland complete the Agency-hosted Property
10 Management and Reconciliation Requirements course within six months of the issuance of this
11 order. Failure to complete the required course would be a violation of ORS 696.301(13) 2023
12 Edition.

13 IT IS FURTHER ORDERED that due to the violations addressed above, Cumberland
14 will be subject to a future client’s trust account review with six months of the issuance of this
15 order.

16
17
18
19 IT IS SO STIPULATED:

IT IS SO ORDERED:



21 Signed by:

22 *Lynn Cumberland*

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23 LYNN CUMBERLAND

21 Signed by:

22 *Steve Strode*

E2C2D0097AD8471...

23 STEVEN STRODE

24 Real Estate Commissioner

25 Date 2/17/2026 | 5:06 PM PST

25 Date 2/18/2026 | 10:05 AM PST

27 Date of Service: 2/18/2026

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
JENNIFER DILLARD) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Jennifer Dillard (Dillard) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Dillard was licensed as a principal broker with Real Broker.

1.2 The Agency received a complaint from Andy O'Brien (A, O'Brien) and Julie O'Brien (O'Brien) against Dillard. The complaint included that Dillard represented the O'Briens in both the purchase and sale of their homes. The O'Briens alleged that Dillard failed to assist them through the repair process on their purchase and provided them an early occupancy addendum with no additional terms, but then learned the seller required early release of their earnest money.

1.3 In addition to representing the O'Briens, Dillard represented Cameron Curtis (C. Curtis) and Emily Curtis (E. Curtis) on the sale of their property in Hood River, Oregon.

1.4 A review of the Purchase and Sale agreement showed that the O'Briens signed as buyers for a property in Hood River, Oregon, on July 5, 2024. The Curtis's accepted the offer and signed on July 9, 2024. The closing date was set for September 2, 2024.

1.5 Included with the Purchase and Sale agreement, was Form 2.10 Buyer's Contingent Right to Purchase, which indicated that the O'Briens would need to list their home

1 within two weeks of the acceptance of the offer. The O'Briens listed their home, and an offer
2 was accepted on October 1, 2024.

3 1.6 In response to the complaint, Dillard wrote that the transaction involved dual
4 agency and that both parties signed the "Dual Agency Disclosure" and were made aware of
5 the limitations on advocacy inherent in dual representation.

6 1.7 A review of text messages provided by the O'Briens showed communication from
7 Dillard on October 4, 2024, asking if they would be open to moving into the property a few
8 days earlier rather than doing a rent back.

9 1.8 Between October 4, 2024, and October 9, 2024, Dillard exchanged text
10 messages with C. Curtis regarding an early occupancy for the O'Briens. In one text message,
11 C. Curtis responds, "...I am happy to accommodate with the proper release of funds and
12 liability."

13 1.9 Text messages show that J. O'Brien followed up with Dillard on executing the
14 early occupancy agreement on October 17, 2024, and October 21, 2024.

15 1.10 On October 22, 2024, Dillard's assistant notified the O'Briens by text message
16 that the seller would be interested in signing the early occupancy addendum but would require
17 the release of their earnest money.

18 1.11 In an interview with Agency Investigator Dylan Ray (Ray), the O'Briens explained
19 that they signed their section of the early occupancy agreement, but C. Curtis did not sign. The
20 O'Briens told Ray that Dillard had not indicated to them that the seller required release of their
21 earnest money until the October 22 text message from Dillard's assistant.

22 1.12 Dillard wrote in her response to the complaint, "My communication regarding
23 potential early occupancy was intended to explore solutions to help facilitate their transition
24 between homes. In hindsight, I acknowledge that my verbal communications may have created
25 a misunderstanding regarding the seller's final conditions for allowing early possession." Dillard
26 added that she believed the sellers were open to early occupancy, but after a solution could
27 not be made for early occupancy, she secured a rent-back agreement from the buyers of the
28 O'Brien's home and a credit from the sellers to offset that cost.

1 **(1) Conclusion of Law:** By failing to communicate timely to the buyers regarding a pre-
2 occupancy closing, Dillard violated ORS 696.301(3) as it incorporates ORS
3 696.810(2)(b)(c)(3)(a) 2023 Edition.

4 1.13 Ray asked Dillard if she had access to the Oregon Realtors real estate forms
5 2.16 Seller Occupancy Agreement and 2.17 Buyer Pre-Closing Occupancy Agreement. Ray
6 also asked if there was a reason they were not used as part of this transaction.

7 1.14 In response, Dillard provided a copy of the fully executed form 2.16 Seller
8 Occupancy Agreement, and wrote, "Yes, I did have access to these forms and my intent was
9 that once both parties agreed to the early occupancy, that I would then send the appropriate
10 form to lay out the details of the early occupancy."

11 **(2) Conclusion of Law:** By using a general addendum, instead of the form specifically
12 designated for pre-closing occupancy, Dillard violated ORS 696.301(3) as it incorporates ORS
13 696.805(3)(a) 2023 Edition. In addition, Dillard violated ORS 696.301(3) as it incorporates
14 696.810(3)(a) 2023 Edition.

15 1.15 In an interview with Ray, Dillard explained that she kept emails but was unable to
16 locate all of her text communications with the O'Briens.

17 **(3) Conclusion of Law:** By failing to maintain records of text message communication with
18 the buyers, Dillard violated ORS 696.301(3) as it incorporates ORS 696.280(1)(4)(b)(d)(5)
19 2023 Edition.

20 1.16 All of the above demonstrate conduct that is below the standard of care for the
21 practice of professional real estate activity in Oregon.

22 **(4) Conclusion of Law:** Based on the foregoing, Dillard is subject to discipline under ORS
23 696.301(15) 2023 Edition.

24
25 2.

26 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

27 2.2 The Agency reserves the right to investigate and pursue additional complaints
28 that may be received in the future regarding this licensee.

29 2.3 In establishing the violations alleged above, the Agency may rely on one or more
30 of the definitions contained in ORS 696.010.

3.

STIPULATION AND WAIVER

I, Jennifer Dillard, have read and reviewed this Stipulated Final Order and its Findings of Fact and Conclusions of Law. I understand that the Findings of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and complete agreement and stipulation between the Agency and me. I further understand that if I do not agree with this stipulation, I have the right to request a Hearing on this matter and to be represented by legal counsel at such a Hearing. I also understand that any Hearing would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this matter.

I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and understand that the Order which follows hereafter, which I have also read and understand, may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I further understand that, in accordance with the provisions of ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News Journal.

In addition to all of the above, I agree that once the Commissioner executes this Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby waive the right to challenge the validity of service.

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ORDER

IT IS HEREBY ORDERED that Jennifer Dillard’s principal broker license be reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:



DocuSigned by:
Jennifer Dillard
2265A240FCB143D...
JENNIFER DILLARD

Signed by:
Steve Strode
E2C2D0097AD8471...
STEVEN STRODE

Date 3/10/2026 | 3:05 PM PDT

Date 3/13/2026 | 9:18 AM PDT

Date of Service: 3/13/2026

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
Cammie Ann Allie) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Cammie Allie (Allie) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Allie was licensed as a property manager. Allie associated her license with URHome Property Management, LLC (UPM) on August 24, 2023. Prior to this, Allie was associated with Fortress Property Management.

1.2 On July 9, 2025, the Agency received a complaint from Michael Neely (Neely) against Allie. Neely included in his complaint that Allie had increased the repair authorization limit to \$1,500.00 without telling him and charged for portering fees he was unaware of.

1.3 Neely had two properties managed by UPM. In his complaint, Neely wrote, "I did sign a new mgmt. agreement with her for the new company, but she altered our original agreement without telling me."

1.4 A review of the Property Management Agreement (PMA) for one of Neely's properties showed the 'Commencement Date' was August 9, 2023. Allie signed the Property Management Agreement as an Agency of UPM.

(1) Conclusion of Law: By signing a property management agreement under a registered business name, while her license was associated to another registered business name, Allie violated ORS 696.301(3) as it incorporates ORS 696.026(9) 2023 Edition.

1 1.5 The PMA states, “Agent agrees to obtain Owner’s prior authorization for any and
2 each single expense item in excess of \$1,500.00 except monthly or recurring operating
3 charges, expenses within limits of the operating budget, if any...”

4 1.6 In an interview with Agency Investigator Cidia Nañez (Nañez), Allie said that she
5 did not recall having a conversation with Neely prior to him signing the PMA.

6 1.7 A review of the PMA for Neely’s second property showed that the repair
7 authorization limit was \$500.00 for each single expense item.

8 1.8 During her interview, Allie explained that all the PMAs that she does have repair
9 authorization limits of \$1,500.00, so it must have been a typo.

10 1.9 In response to the complaint, Allie’s attorney Aaron Cronan (Cronan) wrote,
11 “...there were some disputed charges in July-August 2024. The parties negotiated and came
12 to a solution, discounting over \$7,000 from an invoice that was not authorized in advance.”

13 1.10 A review of documents showed two invoices from UPM that were billed to Neely
14 for the turnover of a unit in the month of July 2024. One invoice had a total amount due of
15 \$7,841.77, and the other was in the amount of \$7,243.53. A credit was applied to Neely’s
16 account toward the second invoice for the total amount of \$7,243.53.

17 1.11 UPM invoiced Neely 11 times in a seven-month period, equaling \$22,266.03. In
18 addition to the \$7,243.53 credit, UPM also credited Neely an additional \$6,709.95.

19 **(2) Conclusion of Law:** By failing to obtain authorization in advance of charges exceeding
20 an agreed limit as required in the property management agreement, Allie violated ORS
21 696.301(3) as it incorporates ORS 696.890(3)(4)(c)(e) 2023 Edition.

22 **(3) Conclusion of Law:** By issuing duplicate invoices, Allie violated ORS 696.301(3) as it
23 incorporates ORS 696.890(4)(c)(e) 2023 Edition.

24 1.12 Copies of PMAs provided to the Agency did not include “portering” as a provided
25 service or disclose related charges and fees.

26 **(4) Conclusion of Law:** By failing to disclose all the fees and charges to a property owner,
27 Allie violated ORS 696.301(3) and its implementing rule OAR 863-025-0020(3)(c) 1/1/2023
28 Edition.

29 1.13 All of the above demonstrate conduct that is below the standard of care for the
30 practice of professional real estate activity in Oregon.

1 **(5) Conclusion of Law:** Based on the foregoing, Allie is subject to discipline under ORS
2 696.301(15) 2023 Edition.

3
4 2.

5 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

6 2.2 The Agency reserves the right to investigate and pursue additional complaints
7 that may be received in the future regarding this licensee.

8 2.3 In establishing the violations alleged above, the Agency may rely on one or more
9 of the definitions contained in ORS 696.010.

10
11 3.

12 **STIPULATION AND WAIVER**

13 I, Cammie Allie, have read and reviewed this Stipulated Final Order and its Findings of
14 Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact,
15 Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and
16 complete agreement and stipulation between the Agency and me. I further understand that if I
17 do not agree with this stipulation, I have the right to request a Hearing on this matter and to be
18 represented by legal counsel at such a Hearing. I also understand that any Hearing would be
19 conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance
20 with the Rules of Practice and Procedure adopted by the Attorney General of the State of
21 Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a
22 Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
23 matter.

24 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
25 understand that the Order which follows hereafter, which I have also read and understand,
26 may be completed and signed by the Real Estate Commissioner or may be rejected by the
27 Real Estate Commissioner. I further understand that, in accordance with the provisions of
28 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
29 Journal.

30 In addition to all of the above, I agree that once the Commissioner executes this

1 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
2 waive the right to challenge the validity of service.

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ORDER

IT IS HEREBY ORDERED that Cammie Allie's property manager license be reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:



Signed by:
Cammie Ann Allie
4BB73AC9970F439...
Cammie ANN ALLIE

Signed by:
Steve Strode
E2C2D0097AD8471...
STEVEN STRODE

Date 3/16/2026 | 4:13 PM PDT

Real Estate Commissioner
Date 3/17/2026 | 1:28 PM PDT

Date of Service: 3/17/2026

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
SUZANNE LEA McCLELLAN) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Suzanne McClellan (McClellan) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, McClellan was licensed as a property manager acting in the capacity of a sole practitioner and doing business under the registered business name of AshBea Property Management.

1.2 On December 15, 2025, the Agency received a complaint from Brandon Bontrager (Bontrager) against McClellan. In his complaint, Bontrager alleged that he submitted a rental application to AshBea Property Management on April 13, 2025, and was instructed by McClellan to pay a security deposit of \$2,350.00 to “hold” the property. Bontrager included that he did not sign a rental agreement.

1.3 Bontrager further explained that he withdrew his application within three days, and McClellan claimed that his security deposit was non-refundable and deducted an \$850.00 “inconvenience fee” before returning the remaining \$1,500.00 to him.

1.4 Bontrager provided emails to the Agency between himself and McClellan. A review of the communication showed Bontrager informed McClellan that he wanted to rent a different property and requested a portion of his security deposit returned. Bontrager offered

1 McClellan to take \$350.00 of his security deposit to compensate for the time lost for delisting
2 the property.

3 1.5 In response to Bontrager’s email, McClellan agreed to return a portion of the
4 security deposit and wrote, “You know when you put a security deposit down that is to hold the
5 property for you. I don’t need to refund anything to you.” In another communication to
6 Bontrager, McClellan wrote, “Remember I do not need to return to you any of the security
7 deposit, but I am returning \$1,500.00 to you. I paid the Owner \$850.00 for his inconvenience.”

8 1.6 In an interview with Agency Investigator Dylan Ray (Ray) McClellan explained
9 that the \$850.00 inconvenience fee was “nothing really mathematical.” McClellan further
10 explained that she thought a third of the total security deposit should be given to the property
11 owner as an inconvenience fee.

12 1.7 During her interview, McClellan told Ray that she should have returned the whole
13 security deposit, which is contrary to her email message to Bontrager.

14 **(1) Conclusion of Law:** McClellan made a material representation to a rental applicant that
15 security deposit funds were nonrefundable. This act is Grounds for Discipline under ORS
16 696.301(1) 2025 Edition.

17 **(2) Conclusion of Law:** McClellan unlawfully withheld funds from a rental applicant. This
18 act is Grounds for Discipline under ORS 696.301(12) and (15) 2025 Edition.

19 1.8 Bontrager provided the Agency a copy of a “Small Claims Mediation Agreement,
20 General Judgement of Dismissal.” A review of the document showed that AshBea Property
21 Management’s insurance is required to pay Bontrager \$2,200.00 and that all parties dismiss
22 the case.

23 1.9 The mediation agreement was signed by Bontrager and McClellan on August 27,
24 2025. Agency records do not show that McClellan reported the adverse decision to the
25 Agency.

26 **(3) Conclusion of Law:** McClellan failed to report to the Agency an adverse decision or
27 judgment resulting from any civil or criminal suit, or action or arbitration, or administrative or
28 Oregon State Bar proceeding within 20 days, as required, in violation of ORS 696.301(3) and
29 its implementing rule OAR 863-015-0175(1)(b)(c)(3)(4) 1/1/2025 Edition.

1 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
2 Journal.

3 In addition to all of the above, I agree that once the Commissioner executes this
4 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
5 waive the right to challenge the validity of service.

6 ORDER

7 IT IS HEREBY ORDERED that Suzanne McClellan’s property manager license be
8 reprimanded.

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IT IS SO STIPULATED:

IT IS SO ORDERED:

Signed by:
Suzanne Lea McClellan
0D753C42DA56411...
SUZANNE MCCLELLAN

Signed by:
Steve Strode
E2C2D0097AD8471...
STEVEN STRODE



Date 3/17/2026 | 1:19 PM PDT

Date 3/17/2026 | 3:22 PM PDT

Date of Service: 03/17/2026

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of
GEORGIA SUE WEIDMAN-CLARKE

STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Georgia Sue Weidman-Clarke (Weidman-Clarke) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 Weidman-Clarke was licensed as a principal broker in 2010. On October 1, 2024, Weidman-Clarke’s license went inactive due to failure to renew her Registered Business Name.

1.2 On August 29, 2025, Weidman-Clarke renewed her principal broker license. In the renewal, Wiedman-Clarke answered “Yes” to one of the questions indicating that she had conducted professional real estate activity during the time her license was inactive.

1.3 In her renewal, Weidman-Clarke explained, “In error, at the last renewal I failed to renew my [registered business name]. September 2024 the [registered business name] should have been renewed. April 15, 2025 (at time of discovery) the fines were immediately paid...”

1.4 On February 7, 2025, Weidman-Clarke received a \$1,500.00 referral fee paid from Escrow for the sale of a manufactured home. In an interview with Agency Investigator Megan Donovan (Donovan), Weidman-Clarke explained that she was not aware her license had an inactive status and it did not come up during the transaction.

1 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order
2 suspending or revoking a license.

3 3.

4 STIPULATION AND WAIVER

5 I, Georgia Weidman-Clarke, have read and reviewed this Stipulated Final Order and its
6 Findings of Fact and Conclusions of Law. I understand that the Findings of Fact, Conclusions
7 of Law and this Stipulation and Waiver of Hearing rights embody the full and complete
8 agreement and stipulation between the Agency and me. I further understand that if I do not
9 agree with this stipulation, I have the right to request a Hearing on this matter and to be
10 represented by legal counsel at such a Hearing. I also understand that any Hearing would be
11 conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance
12 with the Rules of Practice and Procedure adopted by the Attorney General of the State of
13 Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a
14 Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
15 matter.

16 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
17 understand that the Order which follows hereafter, which I have also read and understand,
18 may be completed and signed by the Real Estate Commissioner or may be rejected by the
19 Real Estate Commissioner. I further understand that, in accordance with the provisions of
20 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
21 Journal.

22 In addition to all of the above, I agree that once the Commissioner executes this
23 Stipulated Final Order, I will accept service of the Stipulated Final Order by email and hereby
24 waive the right to challenge the validity of service.

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ORDER

IT IS HEREBY ORDERED that pursuant to ORS 696.990 and based upon the violation set forth above, Weidman-Clarke pay a civil penalty in the sum of \$1,000.00, said penalty to be paid to the General Fund of the State Treasury by paying the same to the Agency.

IT IS SO STIPULATED:

IT IS SO ORDERED:

Signed by:
Georgia W. Clarke
6090C58951034EC...

Signed by:
Steve Strode
E2C2D0097AD8471...



GEORGIA SUE WEIDMAN-CLARKE

STEVEN STRODE

Real Estate Commissioner

Date 3/2/2026 | 8:28 AM PST

Date 3/6/2026 | 9:30 AM PST

Date of Service: 3/6/2026

Enrolled House Bill 4082

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of Governor Tina Kotek for Office of the Governor)

CHAPTER

AN ACT

Relating to housing for older persons; creating new provisions; amending sections 57 and 60, chapter 110, Oregon Laws 2024; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2026 Act is added to and made a part of sections 49 to 59, chapter 110, Oregon Laws 2024.

SECTION 2. (1) As used in this section, “housing for older persons” has the meaning given that term in ORS 659A.421.

(2) In addition to any lands added to a city’s urban growth boundary under any other provision of ORS chapter 197A, including other provisions of sections 49 to 59, chapter 110, Oregon Laws 2024, a city or Metro may add a site for housing for older persons or manufactured dwellings, prefabricated structures or manufactured dwelling parks, including existing units or parks, to its urban growth boundary under this section.

(3) The total acreage of the site:

(a) For a city with a population of 25,000 or greater, may not exceed 100 net residential acres; or

(b) For a city with a population of less than 25,000, may not exceed 50 net residential acres.

(4)(a) Within 120 days of receiving a petition under this section, Metro shall determine whether the site would substantially comply with the applicable provisions of sections 49 to 59, chapter 110, Oregon Laws 2024.

(b) If Metro determines that a petition does not substantially comply, Metro shall:

(A) Notify the city of deficiencies in the petition, specifying sufficient detail to allow the city to remedy any deficiency in a subsequent resubmittal; and

(B) Allow the city to amend its conceptual plan and resubmit it as a petition to Metro under this section.

(c) If Metro determines that a petition does comply, notwithstanding any other provision of ORS chapter 197A, Metro shall adopt amendments to its urban growth boundary to include the site in the petition, unless the amendment would result in more than 300 total net residential acres added under this subsection.

(d) Metro may not conduct a hearing to review or select petitions or adopt amendments to its urban growth boundary under this section.

(e) Sites added to the Metro urban growth boundary under this section do not affect the maximum acreage of sites that may be added under section 51 (3) or (4), chapter 110, Oregon Laws 2024.

(5) A city that adds or petitions to add a site under this section:

(a) Is not required to demonstrate need for housing lands or affordable housing under section 52, chapter 110, Oregon Laws 2024.

(b) May additionally add a site to its urban growth boundary under section 50 (1) or 56, chapter 110, Oregon Laws 2024, or section 2, chapter 341, Oregon Laws 2025, or may petition to add a site under section 51, chapter 110, Oregon Laws 2024.

(c) Must first adopt a conceptual plan as described in section 55, chapter 110, Oregon Laws 2024, except that the conceptual plan:

(A) Is not required to establish the density or housing types under section 55 (3)(a), chapter 110, Oregon Laws 2024, for lands that will be sited for manufactured dwellings, prefabricated structures or manufactured dwelling parks.

(B) May be zoned for residential densities of eight units per net residential acre in a city with a population of 30,000 or greater, notwithstanding section 55 (3)(a)(C)(i) or (ii), chapter 110, Oregon Laws 2024.

(C) Is not required to comply with section 55 (3)(f), chapter 110, Oregon Laws 2024.

(D) Must include requirements that ensure that at least 80 percent of dwelling units, not including manufactured dwellings or prefabricated structures, are subject to affordability restrictions, including but not limited to affordable housing covenants, as described in ORS 456.270 to 456.295, that require for a period of not less than 30 years that the units be available and affordable, with or without government assistance, for rent or purchase by households with an income of 120 percent of the area median income or less.

(E) Must require that all land within the housing development, other than land in a manufactured dwelling park or used for manufactured dwellings or prefabricated structures, is designated as housing for older persons. This requirement may take the form of zoning designations or overlays, master planning, conditions of approval, restrictive covenants or declarations as defined in ORS 94.550 or 100.005, that:

(i) Require the owner of the land to develop a plan to use the land only as housing for older persons. The plan must include policies and procedures as described in 24 C.F.R. 100.306;

(ii) Are enforceable by the city;

(iii) Contain financial penalties for noncompliance; and

(iv) Require that at least 80 percent of the residential units comply with the "Type B" requirements applicable to units as set forth in the Standard for Accessible and Usable Buildings and Facilities published by the International Code Council and as referenced by the state building code.

(F) Must require that lands not be rezoned following the site's inclusion within the urban growth boundary for a period of:

(i) Thirty years for manufactured dwelling parks; or

(ii) Twenty years for manufactured dwellings or prefabricated structures.

SECTION 2a. If House Bill 4035 becomes law, section 2 of this 2026 Act is amended to read:

Sec. 2. (1) As used in this section, "housing for older persons" has the meaning given that term in ORS 659A.421.

(2) In addition to any lands added to a city's urban growth boundary under any other provision of ORS chapter 197A, including other provisions of sections 49 to 59, chapter 110, Oregon Laws 2024, a city or Metro may add a site for housing for older persons or manufactured dwellings, prefabricated structures or manufactured dwelling parks, including existing units or parks, to its urban growth boundary under this section.

(3) The total acreage of the site:

(a) For a city with a population of 25,000 or greater, may not exceed 100 net *[residential]* **buildable** acres; or

(b) For a city with a population of less than 25,000, may not exceed 50 net *[residential]* **buildable** acres.

(4)(a) Within 120 days of receiving a petition under this section, Metro shall determine whether the site would substantially comply with the applicable provisions of sections 49 to 59, chapter 110, Oregon Laws 2024.

(b) If Metro determines that a petition does not substantially comply, Metro shall:

(A) Notify the city of deficiencies in the petition, specifying sufficient detail to allow the city to remedy any deficiency in a subsequent resubmittal; and

(B) Allow the city to amend its conceptual plan and resubmit it as a petition to Metro under this section.

(c) If Metro determines that a petition does comply, notwithstanding any other provision of ORS chapter 197A, Metro shall adopt amendments to its urban growth boundary to include the site in the petition, unless the amendment would result in more than 300 total net *[residential]* **buildable** acres added under this subsection.

(d) Metro may not conduct a hearing to review or select petitions or adopt amendments to its urban growth boundary under this section.

(e) Sites added to the Metro urban growth boundary under this section do not affect the maximum acreage of sites that may be added under section 51 (3) or (4), chapter 110, Oregon Laws 2024.

(5) A city that adds or petitions to add a site under this section:

(a) Is not required to demonstrate need for housing lands or affordable housing under section 52, chapter 110, Oregon Laws 2024.

(b) May additionally add a site to its urban growth boundary under section 50 (1) or 56, chapter 110, Oregon Laws 2024, or section 2, chapter 341, Oregon Laws 2025, or may petition to add a site under section 51, chapter 110, Oregon Laws 2024.

(c) Must first adopt a conceptual plan as described in section 55, chapter 110, Oregon Laws 2024, except that the conceptual plan:

(A) Is not required to establish the density or housing types under section 55 (3)(a), chapter 110, Oregon Laws 2024, for lands that will be sited for manufactured dwellings, prefabricated structures or manufactured dwelling parks.

(B) May be zoned for residential densities of eight units per net *[residential]* **buildable** acre in a city with a population of 30,000 or greater, notwithstanding section 55 (3)(a)(C)(i) or (ii), chapter 110, Oregon Laws 2024.

(C) Is not required to comply with section 55 (3)(f), chapter 110, Oregon Laws 2024.

(D) Must include requirements that ensure that at least 80 percent of dwelling units, not including manufactured dwellings or prefabricated structures, are subject to affordability restrictions, including but not limited to affordable housing covenants, as described in ORS 456.270 to 456.295, that require for a period of not less than 30 years that the units be available and affordable, with or without government assistance, for rent or purchase by households with an income of 120 percent of the area median income or less.

(E) Must require that all land within the housing development, other than land in a manufactured dwelling park or used for manufactured dwellings or prefabricated structures, is designated as housing for older persons. This requirement may take the form of zoning designations or overlays, master planning, conditions of approval, restrictive covenants or declarations as defined in ORS 94.550 or 100.005, that:

(i) Require the owner of the land to develop a plan to use the land only as housing for older persons. The plan must include policies and procedures as described in 24 C.F.R. 100.306;

(ii) Are enforceable by the city;

(iii) Contain financial penalties for noncompliance; and

(iv) Require that at least 80 percent of the residential units comply with the “Type B” requirements applicable to units as set forth in the Standard for Accessible and Usable Buildings and Facilities published by the International Code Council and as referenced by the state building code.

(F) Must require that lands not be rezoned following the site’s inclusion within the urban growth boundary for a period of:

(i) Thirty years for manufactured dwelling parks; or

(ii) Twenty years for manufactured dwellings or prefabricated structures.

SECTION 3. Section 57, chapter 110, Oregon Laws 2024, as amended by section 3, chapter 341, Oregon Laws 2025, and section 7, chapter 530, Oregon Laws 2025, is amended to read:

Sec. 57. (1) Within 21 days after the adoption of an amendment to an urban growth boundary or the adoption or amendment of a conceptual plan under sections 49 to 59, chapter 110, Oregon Laws 2024, and the approval by a county if required under section 50 (2), chapter 110, Oregon Laws 2024, the conceptual plan or amendment must be submitted to the Department of Land Conservation and Development for review. The submission must be made by:

(a) The city, for an amendment under section 50 or 58, chapter 110, Oregon Laws 2024, [or] section 2, **chapter 341, Oregon Laws 2025, or section 2 of this 2026 Act** [of this 2025 Act]; or

(b) Metro, for an amendment under section 51 or 58, chapter 110, Oregon Laws 2024, **or section 2 of this 2026 Act.**

(2) Within 60 days after receiving a submittal under subsection (1) of this section, the department shall:

(a) Review the submittal for compliance with the provisions of sections 49 to 59, chapter 110, Oregon Laws 2024.

(b)(A) If the submittal substantially complies with the provisions of sections 49 to 59, chapter 110, Oregon Laws 2024, issue an order approving the submittal; or

(B) If the submittal does not substantially comply with the provisions of sections 49 to 59, chapter 110, Oregon Laws 2024, issue an order remanding the submittal to the city or to Metro with a specific determination of deficiencies in the submittal and with sufficient detail to identify a specific remedy for any deficiency in a subsequent resubmittal.

(3) If a conceptual plan is remanded to Metro under subsection (2)(b) of this section:

(a) The department shall notify the city; and

(b) The city may amend its conceptual plan and resubmit a petition to Metro under section 51, chapter 110, Oregon Laws 2024.

(4) Judicial review of the department’s order:

(a) Must be as a review of orders other than a contested case under ORS 183.484; and

(b) May be initiated only by the city or an owner of a proposed site that was submitted to the department.

(5) Following the approval of a submittal under this section, a local government must include the added lands in any future inventory of buildable lands or determination of housing capacity under ORS 197A.270, 197A.280, 197A.335 or 197A.350.

SECTION 4. Section 60, chapter 110, Oregon Laws 2024, as amended by section 4, chapter 341, Oregon Laws 2025, is amended to read:

Sec. 60. (1) **Section 49, chapter 110, Oregon Laws 2024, as amended by section 4, chapter 530, Oregon Laws 2025, is repealed on January 2, 2033.**

[(1)] (2) Sections [49 to 56, 58] **50, 51, 53, 54, 56** and 59, chapter 110, Oregon Laws 2024, are repealed on January 2, 2033.

(3) **Section 52, chapter 110, Oregon Laws 2024, as amended by section 5, chapter 530, Oregon Laws 2025, is repealed on January 2, 2033.**

(4) **Section 55, chapter 110, Oregon Laws 2024, as amended by section 6, chapter 530, Oregon Laws 2025, is repealed on January 2, 2033.**

[(2)] (5) Section 57, chapter 110, Oregon Laws 2024, as amended by section 3 [of this 2025 Act], **chapter 341, Oregon Laws 2025, section 7, chapter 530, Oregon Laws 2025, and section 3 of this 2026 Act,** is repealed on January 2, 2033.

(6) Section 58, chapter 110, Oregon Laws 2024, as amended by section 8, chapter 530, Oregon Laws 2025, is repealed on January 2, 2033.

[3] (7) Section 2, chapter 341, Oregon Laws 2025, [of this 2025 Act] is repealed on January 2, 2033.

(8) Section 2 of this 2026 Act is repealed on January 2, 2033.

SECTION 4a. If House Bill 4035 becomes law, section 4 of this 2026 Act (amending section 60, chapter 110, Oregon Laws 2024) is repealed and section 60, chapter 110, Oregon Laws 2024, as amended by section 4, chapter 341, Oregon Laws 2025, and section 12, chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is amended to read:

Sec. 60. (1) Section 49, chapter 110, Oregon Laws 2024, as amended by section 4, chapter 530, Oregon Laws 2025, and section 1 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(2) Section 50, chapter 110, Oregon Laws 2024, as amended by section 2 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(3) Section 51, chapter 110, Oregon Laws 2024, as amended by section 3 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(4) Section 52, chapter 110, Oregon Laws 2024, as amended by section 5, chapter 530, Oregon Laws 2025, and section 4 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(5) Section 53, chapter 110, Oregon Laws 2024, as amended by section 5 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(6) Section 54, chapter 110, Oregon Laws 2024, as amended by section 6 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(7) Section 55, chapter 110, Oregon Laws 2024, as amended by section 6, chapter 530, Oregon Laws 2025, and section 7 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(8) Section 56, chapter 110, Oregon Laws 2024, as amended by section 8 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(9) Section 57, chapter 110, Oregon Laws 2024, as amended by section 3, chapter 341, Oregon Laws 2025, [and] section 7, chapter 530, Oregon Laws 2025, and section 3 of this 2026 Act, is repealed on January 2, 2033.

(10) Section 58, chapter 110, Oregon Laws 2024, as amended by section 8, chapter 530, Oregon Laws 2025, is repealed on January 2, 2033.

(11) Section 59, chapter 110, Oregon Laws 2024, is repealed on January 2, 2033.

(12) Section 2, chapter 341, Oregon Laws 2025, as amended by section 9 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(13) Section 11 [of this 2026 Act], chapter ___, Oregon Laws 2026 (Enrolled House Bill 4035), is repealed on January 2, 2033.

(14) Section 2 of this 2026 Act, as amended by section 2a of this 2026 Act, is repealed on January 2, 2033.

SECTION 5. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

Passed by House February 17, 2026

Repassed by House March 6, 2026

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Julie Fahey, Speaker of House

Passed by Senate March 4, 2026

.....
Rob Wagner, President of Senate

Received by Governor:

.....M.,....., 2026

Approved:

.....M.,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2026

.....
Tobias Read, Secretary of State

Enrolled House Bill 4120

Sponsored by Representatives EDWARDS, RUIZ; Representatives BOICE, BREESE-IVERSON, BUNCH, HELFRICH, JAVADI, LEVY B, LEVY E, LEWIS, MCINTIRE, NELSON, OSBORNE, PHAM H, RIEKE SMITH, SCHARF, SKARLATOS, WISE, YUNKER, Senators SOLLMAN, WEBER (Pre-session filed.)

CHAPTER

AN ACT

Relating to smoking policies in residential tenancies; creating new provisions; and amending ORS 90.262 and 479.305.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 90.262 is amended to read:

90.262. (1) A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if:

- (a) Its purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
- (b) It is reasonably related to the purpose for which it is adopted;
- (c) It applies to all tenants in the premises in a fair manner;
- (d) It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
- (e) It is not for the purpose of evading the obligations of the landlord; and
- (f) The tenant has written notice of it at the time the tenant enters into the rental agreement, or when it is adopted.

(2) If a rule or regulation adopted after the tenant enters into the rental agreement works a substantial modification of the bargain, it is not valid unless:

- (a) The tenant consents to it in writing[.]; **or**
- (b)(A) The landlord is amending a smoking policy described in ORS 479.305 to prohibit smoking within the dwelling units or within interior common areas of the premises;**
- (B) The tenancy is in a dwelling unit developed under a development agreement under ORS 94.504 to 94.528 or that shares a wall with another unit;**
- (C) The tenancy is not within an accessible unit, as defined in ORS 197A.421;**
- (D) The change in policy does not apply to a fixed term tenancy until the end of the term;**
- (E) The landlord provides at least one area on the premises where smoking is allowed and that the landlord has posted as a designated smoking area; and**
- (F) The landlord gives written notice at least 180 days before the change in policy.**

(3) If adopted, an occupancy guideline for a dwelling unit shall not be more restrictive than two people per bedroom and shall be reasonable. Reasonableness shall be determined on a case-by-case basis. Factors to be considered in determining reasonableness include, but are not limited to:

- (a) The size of the bedrooms;
- (b) The overall size of the dwelling unit; and
- (c) Any discriminatory impact on those identified in ORS 659A.421.

(4) As used in this section:

- (a) "Bedroom" means a habitable room that:
 - (A) Is intended to be used primarily for sleeping purposes;
 - (B) Contains at least 70 square feet; and
 - (C) Is configured so as to take the need for a fire exit into account.
- (b) "Habitable room" means a space in a structure for living, sleeping, eating or cooking.

Bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas are not included.

SECTION 2. ORS 479.305 is amended to read:

479.305. (1) **As used in this section, "smoking" means inhaling or possessing a lit tobacco product, as defined in ORS 431A.175.**

[(1)] (2) Except as provided in subsection [(2)] (3) of this section, the rental agreement for a dwelling unit regulated under ORS chapter 90 must include a disclosure of the smoking policy for the premises on which the dwelling unit is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the entire premises or allowed in limited areas on the premises. If the smoking policy allows smoking in limited areas on the premises, the disclosure must identify the areas on the premises where smoking is allowed.

[(2)] (3) This section does not apply to a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined in ORS 90.100.

SECTION 3. The amendments to ORS 90.260 and 479.305 by sections 1 and 2 of this 2026 Act apply to rental agreements entered into before, on or after effective date of this 2026 Act.

Passed by House February 19, 2026

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Julie Fahey, Speaker of House

Passed by Senate March 3, 2026

.....
Rob Wagner, President of Senate

Received by Governor:

.....M.,....., 2026

Approved:

.....M.,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2026

.....
Tobias Read, Secretary of State

Enrolled House Bill 4123

Sponsored by Representative MARSH, Senators CAMPOS, PHAM K, Representatives ANDERSEN, CHOTZEN, Senators GOLDEN, MANNING JR; Representatives DOBSON, FRAGALA, GAMBA, GOMBERG, GRAYBER, HARTMAN, HUDSON, MCLAIN, MUNOZ, RIEKE SMITH, RUIZ, WALTERS, WISE, Senators JAMA, NERON MISSLIN, PATTERSON, SOLLMAN (Pre-session filed.)

CHAPTER

AN ACT

Relating to landlord disclosure of confidential information; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2026 Act is added to and made a part of ORS chapter 90.

SECTION 2. (1) As used in this section, “confidential information” means an individual’s:

- (a) Date of birth;
 - (b) Social Security number, individual taxpayer identification number or other government-issued identification;
 - (c) Phone number;
 - (d) Electronic mail address;
 - (e) Banking information, tax returns, W-2 statements or sources of income or financial assistance;
 - (f) Employer’s name or address or employer-issued identification;
 - (g) Immigration or citizenship status or membership in a protected class as defined in ORS 659A.425;
 - (h) Records relating to the assertion of rights under ORS 90.325 (3)(b), 90.449, 90.453 or 90.459 or the federal Violence Against Women Act; or
 - (i) Medical records or records related to disability.
- (2) A landlord may not make a disclosure of confidential information relating to a tenant, former tenant or applicant or a member of a tenant’s, former tenant’s or applicant’s household, except:
- (a) With the separate written consent of the individual;
 - (b) As required by a court order or judicial warrant or subpoena but not an administrative warrant or subpoena;
 - (c) As necessary to communicate with grantors, auditors or third party preparers to ensure compliance with federal, state or local government affordable housing regulations;
 - (d) As necessary to conduct background or credit checks for the purpose of screening an applicant for a tenancy;
 - (e) As necessary to share a phone number or electronic email address for repair, maintenance or utilities or services as defined in ORS 90.315 (1);
 - (f) As necessary to respond to a reference request by a potential landlord; or

(g) As necessary for a landlord's use in an insurance claim, collection matter or administrative or court action.

(3) If a landlord knowingly violates this section, an individual whose confidential information was disclosed may recover an amount equal to twice the monthly rent of the tenancy or prospective tenancy.

SECTION 3. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

Passed by House February 17, 2026

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Julie Fahey, Speaker of House

Passed by Senate March 2, 2026

.....
Rob Wagner, President of Senate

Received by Governor:

.....M.,....., 2026

Approved:

.....M.,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2026

.....
Tobias Read, Secretary of State

Enrolled
Senate Bill 1513

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Commerce and General Government)

CHAPTER

AN ACT

Relating to real estate professionals; creating new provisions; amending ORS 696.370; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 696.370 is amended to read:

696.370. (1) As used in this section, “real estate team” means a subdivision of a registered business that performs professional real estate activities and is comprised of one or more real estate licensees operating under a name other than the registered business name.

(2) Upon approval of the managing principal broker, some or all associated real estate licensees in the main office or in a branch office may form a real estate team.

(3) Before entering into a written representation agreement or listing agreement with a buyer or seller, a member of a real estate team shall provide a disclosure to the client in the manner established by the Real Estate Agency by rule. The form established by the agency must disclose the following information:

(a) The name and role of each member of the real estate team;

(b) Whether individual members of the real estate team are real estate licensees;

(c) The name of any members of the real estate team responsible for supervision and control of some or all members of the real estate team, if any;

(d) The name of the managing principal broker with whom the real estate licensees on the real estate team are associated and the registered business name of the brokerage; and

(e) A statement to the effect that the real estate team must have a disclosed limited agency agreement in place before any members of the real estate team may perform any professional real estate activities for a buyer or seller, when the real estate team either already represents another buyer or seller in the same real estate transaction or already represents another buyer who wants to purchase the same property.

(4) A real estate team member must be a principal real estate broker before the real estate team member may supervise or control the actions of any other real estate team members. Unless the real estate team member is the managing principal broker, real estate team members who supervise or control the actions of other real estate team members must have a written supervisory agreement with the managing principal broker as described in ORS 696.310.

[(5) A name of a real estate team may not include the terms “realty” or “real estate” and may not be identical to the registered business name.]

[(6)] (5) A real estate team may not perform professional real estate activities for a buyer or seller when the real estate team either already represents another buyer or seller in the same real estate transaction or already represents another buyer who wants to purchase the same property, unless the real estate team has entered into a disclosed limited agency agreement with the buyer and seller or with the multiple buyers respectively.

SECTION 2. ORS 696.370, as amended by section 1 of this 2026 Act, is amended to read:

696.370. (1) As used in this section, “real estate team” means a subdivision of a registered business that performs professional real estate activities and is comprised of one or more real estate licensees operating under a name other than the registered business name.

(2) Upon approval of the managing principal broker, some or all associated real estate licensees in the main office or in a branch office may form a real estate team.

(3) Before entering into a written representation agreement or listing agreement with a buyer or seller, a member of a real estate team shall provide a disclosure to the client in the manner established by the Real Estate Agency by rule. The form established by the agency must disclose the following information:

(a) The name and role of each member of the real estate team;

(b) Whether individual members of the real estate team are real estate licensees;

(c) The name of any members of the real estate team responsible for supervision and control of some or all members of the real estate team, if any;

(d) The name of the managing principal broker with whom the real estate licensees on the real estate team are associated and the registered business name of the brokerage; and

(e) A statement to the effect that the real estate team must have a disclosed limited agency agreement in place before any members of the real estate team may perform any professional real estate activities for a buyer or seller, when the real estate team either already represents another buyer or seller in the same real estate transaction or already represents another buyer who wants to purchase the same property.

(4) A real estate team member must be a principal real estate broker before the real estate team member may supervise or control the actions of any other real estate team members. Unless the real estate team member is the managing principal broker, real estate team members who supervise or control the actions of other real estate team members must have a written supervisory agreement with the managing principal broker as described in ORS 696.310.

(5) A real estate team may not perform professional real estate activities for a buyer or seller when the real estate team either already represents another buyer or seller in the same real estate transaction or already represents another buyer who wants to purchase the same property, unless the real estate team has entered into a disclosed limited agency agreement with the buyer and seller or with the multiple buyers respectively.

(6) A name of a real estate team may not include the terms “realty” or “real estate” and may not be identical to the registered business name.

SECTION 3. The amendments to ORS 696.370 by section 2 of this 2026 Act become operative on July 1, 2027.

SECTION 4. This 2026 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2026 Act takes effect on its passage.

Passed by Senate February 19, 2026

.....
Obadiah Rutledge, Secretary of Senate

.....
Rob Wagner, President of Senate

Passed by House March 2, 2026

.....
Julie Fahey, Speaker of House

Received by Governor:

.....M,....., 2026

Approved:

.....M,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M,....., 2026

.....
Tobias Read, Secretary of State

Enrolled Senate Bill 1521

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Housing and Development)

CHAPTER

AN ACT

Relating to local requirements to develop affordable housing; creating new provisions; and amending ORS 197A.465, 320.195 and 456.766 and section 8, chapter 52, Oregon Laws 2016, section 2, chapter 112, Oregon Laws 2021, sections 9 and 10, chapter 552, Oregon Laws 2021, and sections 8 and 9, chapter 330, Oregon Laws 2025.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 and 3 of this 2026 Act are added to and made a part of ORS chapter 197A.

SECTION 2. (1) As used in this section and section 3 of this 2026 Act:

(a) “Affordable housing” means housing that is:

(A) Affordable for and made available to rent by households earning 80 percent of the area median income or a lower limit as established by the city or county; or

(B) Affordable and made available to purchase, by the purchase of shares or units in cooperative housing or by other means, based on income restrictions as defined by the city or county.

(b) “Multiunit housing” means a structure that contains 10 or more dwelling units sharing at least one wall, floor or ceiling surface in common with another unit within the same structure.

(c) “Portland MSA” means the metropolitan statistical area comprising Columbia, Clackamas, Multnomah, Washington and Yamhill Counties and cities within those counties.

(2) Notwithstanding ORS 91.225, a city or county may adopt a land use regulation, or may impose a requirement as a condition for approving an application under ORS 215.427 or 227.178, that has the effect of establishing the sales or rental price for new multiunit housing or that requires new multiunit housing to be designated for sale or rent as affordable housing.

(3) A regulation or requirement under this section must provide developers with the option to pay an in-lieu fee, in an amount determined by the city or county, in exchange for providing the requisite number of dwelling units within the multiunit housing to be sold or rented at below-market rates.

(4) A city or county that adopts or imposes a regulation or requirement described in this section may not apply the regulation or requirement to any multiunit housing if, prior to the operative date of the regulation or requirement:

(a) An application for a permit, as defined in ORS 215.402 or 227.160, has been submitted and is deemed complete under ORS 215.416 or 227.178; or

(b) A building permit application has been submitted.

(5) This section does not restrict a local government from offering incentives, in addition to any required by section 3 (1)(a) of this 2026 Act, on a voluntary basis to encourage a developer to:

(a) Increase the number of affordable dwelling units in a development.

(b) Decrease the price of dwelling units in a development, whether or not the units are required to be affordable.

(6) A regulation or requirement adopted or imposed under this section may offer developers one or more of the following incentives to develop affordable housing, in addition to any required by section 3 (1)(a) of this 2026 Act:

(a) Density adjustments.

(b) Expedited service for local permitting processes.

(c) Modification of height, floor area or other site-specific requirements.

(d) Other incentives as determined by the city or county.

(7) This section applies only to multiunit structures with:

(a) Twenty or more dwelling units; and

(b) Ten or more dwelling units if within the Portland MSA, but not within the City of Portland.

(8) This section does not apply to the development of a CCRC, as defined in ORS 101.020, that executes and records a covenant enforceable by the applicable city or county in which the CCRC agrees to operate all units within its structure as a CCRC. Units within a CCRC that are offered or converted into residential units not subject to ORS chapter 101 must comply with regulations or requirements consistent with those applicable to new multiunit housing under this section.

SECTION 3. (1) A regulation or requirement that is adopted or imposed under section 2 of this 2026 Act within the Portland MSA and is applicable to rental housing is not enforceable unless:

(a) The regulation or requirement requires the enacting city or county to offer to a developer of multiunit housing that elects not to pay an in-lieu fee pursuant to section 2 (3) of this 2026 Act one or more of the following offsets in an amount totaling at least the expected marginal loss in value for a prototypical multiunit housing by type, as calculated under paragraph (b) of this subsection:

(A) Immediate or structured cash payments.

(B) Full or partial exemption from ad valorem property taxes.

(C) Whole or partial waivers or reductions of fees, including impact fees or system development charges, provided that those fees have been assessed for multiunit housing for at least 30 of the 72 months preceding the date on which the regulation or requirement becomes operative.

(b) Within the previous six years, the governing body of the city or county has adopted by ordinance an economic analysis of the regulation or requirement that calculates the average expected marginal loss in value of a prototypical multiunit housing, by type, that would be expected to result from compliance with the regulation or requirement.

(2) For the purposes of the economic analysis under subsection (1)(b) of this section, a city or county:

(a) May use, for costs and benefits that would accrue over time, including lost rents from below-market homes and multiyear tax abatements, a net present value calculation or a comparison of the current market valuations, or a combination of the two.

(b) May apply a discount rate on future benefits using a 10-year treasury bond rate plus a risk-adjustment spread.

(c) If the city or county is using a risk-adjustment spread or capitalization rate, must use a spread or rate that is informed by data or interviews about current market conditions.

(d) May assume that the loss in value is equal to the net present value or the current market value of the expected change in rent, or a combination of the two.

(e) May segment multiunit housing types by the numbers of bedrooms. If the analysis is for a city that has a population of 75,000 or more, the analysis must also segment the types by at least two geographic areas. Analyses may include segmentation by additional geographic areas or by other relevant factors.

(f) May estimate the loss in value on the basis of housing units or on the basis of square feet.

(g) May select a typical development prototype in the market area.

(h) May structure its economic analysis in any manner.

(3) If a city or county within the Portland MSA, other than the city of Portland, adopts a regulation or requirement that requires maintaining any rental units as affordable housing and provides an offset under subsection (1)(a) of this section in the form of a property tax exemption that is provided over more than one property tax year, the period of the affordability requirement may not be longer than the term of the property tax exemption.

(4) In adopting or applying an economic analysis under subsection (1)(b) of this section or a regulation under section 2 of this 2026 Act based on such an analysis:

(a) The city or county is entitled to deference in its reliance on analyses, calculations, assumptions, factors, consultants, experts or data that may be used by accepted economics industry standards or that may reasonably be relied upon by an economist or analyst with relevant certifications or expertise.

(b) A city or county is not expected to perform an individualized economic analysis for each development.

(c) A developer is not entitled to individual or actual losses in value.

(5) A city's or county's adoption of an economic analysis under subsection (1)(b) of this section:

(a) Is not a land use decision.

(b) May be appealed only by writ of review.

(c) May be appealed only within seven days following the adoption of the analysis or the adoption of a regulation or requirement based upon the analysis. If a city or county prevails on an appeal under this paragraph, the city or county is entitled to reasonable attorney fees.

(6) A city or county decision is reviewed as a limited land use decision, subject to subsection (7) of this section, if the decision:

(a) Applies an economic analysis adopted under subsection (1)(b) of this section or a regulation adopted under section 2 of this 2026 Act based on such an analysis to a development application;

(b) Calculates the offsets to be offered to a developer; or

(c) Calculates the value of offsets provided to a developer.

(7) Notwithstanding ORS 197.195, for a decision made under subsection (6) of this section:

(a) Only the applicant may appeal the decision; and

(b) If the city or county prevails on an appeal, the city or county is entitled to reasonable attorney fees.

SECTION 4. Section 3 of this 2026 Act is amended to read:

Sec. 3. (1) A regulation or requirement that is adopted or imposed under section 2 of this 2026 Act within the Portland MSA [*and is applicable to rental housing*] is not enforceable unless:

(a) The regulation or requirement requires the enacting city or county to offer to a developer of multiunit housing that elects not to pay an in-lieu fee pursuant to section 2 (3) of this 2026 Act one or more of the following offsets in an amount totaling at least the expected marginal loss in value for a prototypical multiunit housing by type, as calculated under paragraph (b) of this subsection:

(A) Immediate or structured cash payments.
(B) Full or partial exemption from ad valorem property taxes.
(C) Whole or partial waivers or reductions of fees, including impact fees or system development charges, provided that those fees have been assessed for multiunit housing for at least 30 of the 72 months preceding the date on which the regulation or requirement becomes operative.

(b) Within the previous six years, the governing body of the city or county has adopted by ordinance an economic analysis of the regulation or requirement that calculates the average expected marginal loss in value of a prototypical multiunit housing, by type, that would be expected to result from compliance with the regulation or requirement.

(2) For the purposes of the economic analysis under subsection (1)(b) of this section, a city or county:

(a) May use, for costs and benefits that would accrue over time, including lost rents from below-market homes and multiyear tax abatements, a net present value calculation or a comparison of the current market valuations, or a combination of the two.

(b) May apply a discount rate on future benefits using a 10-year treasury bond rate plus a risk-adjustment spread.

(c) If the city or county is using a risk-adjustment spread or capitalization rate, must use a spread or rate that is informed by data or interviews about current market conditions.

(d) May assume that the loss in value is equal to the net present value or the current market value of the expected change in rent **or sales price**, or a combination [*of the two*].

(e) May segment multiunit housing types by the numbers of bedrooms. If the analysis is for a city that has a population of 75,000 or more, the analysis must also segment the types by at least two geographic areas. Analyses may include segmentation by additional geographic areas or by other relevant factors.

(f) May estimate the loss in value on the basis of housing units or on the basis of square feet.

(g) May select a typical development prototype in the market area.

(h) May structure its economic analysis in any manner.

(3) If a city or county within the Portland MSA, other than the city of Portland, adopts a regulation or requirement that requires maintaining any rental units as affordable housing and provides an offset under subsection (1)(a) of this section in the form of a property tax exemption that is provided over more than one property tax year, the period of the affordability requirement may not be longer than the term of the property tax exemption.

(4) In adopting or applying an economic analysis under subsection (1)(b) of this section or a regulation under section 2 of this 2026 Act based on such an analysis:

(a) The city or county is entitled to deference in its reliance on analyses, calculations, assumptions, factors, consultants, experts or data that may be used by accepted economics industry standards or that may reasonably be relied upon by an economist or analyst with relevant certifications or expertise.

(b) A city or county is not expected to perform an individualized economic analysis for each development.

(c) A developer is not entitled to individual or actual losses in value.

(5) A city's or county's adoption of an economic analysis under subsection (1)(b) of this section:

(a) Is not a land use decision.

(b) May be appealed only by writ of review.

(c) May be appealed only within seven days following the adoption of the analysis or the adoption of a regulation or requirement based upon the analysis. If a city or county prevails on an appeal under this paragraph, the city or county is entitled to reasonable attorney fees.

(6) A city or county decision is reviewed as a limited land use decision, subject to subsection (7) of this section, if the decision:

(a) Applies an economic analysis adopted under subsection (1)(b) of this section or a regulation adopted under section 2 of this 2026 Act based on such an analysis to a development application;

(b) Calculates the offsets to be offered to a developer; or

- (c) Calculates the value of offsets provided to a developer.
- (7) Notwithstanding ORS 197.195, for a decision made under subsection (6) of this section:
 - (a) Only the applicant may appeal the decision; and
 - (b) If the city or county prevails on an appeal, the city or county is entitled to reasonable attorney fees.

SECTION 5. ORS 197A.465 is amended to read:

197A.465. *[(1) As used in this section:]*

[(a) "Affordable housing" means housing that is affordable to households with incomes equal to or higher than 80 percent of the median family income for the county in which the housing is built.]

[(b) "Multiunit housing" means a structure that contains three or more housing units sharing at least one wall, floor or ceiling surface in common with another unit within the same structure.]

*[(2) Except as provided in subsection (3) of this section, a metropolitan service district] **Metro** may not adopt a land use regulation or functional plan provision, or impose a **requirement** as a condition for approving an application under ORS 215.427 or 227.178 *[a requirement]*, that has the effect of establishing the sales or rental price for a housing unit or residential building lot or parcel, or that requires a housing unit or residential building lot or parcel to be designated for sale or rent to a particular class or group of purchasers or renters.*

*[(3) The provisions of subsection (2) of this section do] **This section does** not limit the authority of *[a metropolitan service district] **Metro** to:**

[(a)] (1) Adopt or enforce a use regulation, provision or requirement creating or implementing an incentive, contract commitment, density bonus or other voluntary regulation, provision or requirement designed to increase the supply of moderate or lower cost housing units; or

[(b)] (2) Enter into an affordable housing covenant as provided in ORS 456.270 to 456.295.

[(4) Notwithstanding ORS 91.225, a city or county may adopt a land use regulation or functional plan provision, or impose as a condition for approving an application under ORS 215.427 or 227.178 a requirement, that has the effect of establishing the sales or rental price for new multiunit housing, or that requires new multiunit housing to be designated for sale or rent as affordable housing.]

[(5) A regulation, provision or requirement adopted or imposed under subsection (4) of this section:]

[(a) May not require more than 20 percent of multiunit housing units to be sold or rented as affordable housing.]

[(b) May apply only to multiunit housing containing at least 20 housing units.]

[(c) Must provide developers the option to pay an in-lieu fee, in an amount determined by the city or county, in exchange for providing the requisite number of housing units within the multiunit housing to be sold or rented at below-market rates.]

[(d) Must require the city or county to offer a developer of multiunit housing, other than a developer that elects to pay an in-lieu fee pursuant to paragraph (c) of this subsection, at least one of the following incentives:]

[(A) Whole or partial fee waivers or reductions.]

[(B) Whole or partial waivers of system development charges or impact fees set by the city or county.]

[(C) Finance-based incentives.]

[(D) Full or partial exemption from ad valorem property taxes on the terms described in this subparagraph. For purposes of any statute granting a full or partial exemption from ad valorem property taxes that uses a definition of "low income" to mean income at or below 60 percent of the area median income and for which the multiunit housing is otherwise eligible, the city or county shall allow the multiunit housing of the developer to qualify using a definition of "low income" to mean income at or below 80 percent of the area median income.]

[(e) Does not apply to a CCRC, as defined in ORS 101.020, that executes and records a covenant with the applicable city or county in which the CCRC agrees to operate all units within its structure as a CCRC. Units within a CCRC that are offered or converted into residential units that are for sale or rent and are not subject to ORS chapter 101 must comply with regulations, provisions or require-

ments adopted by the city or county that are consistent with those applicable to new multiunit housing under subsection (3) or (4) of this section.]

[(6) A regulation, provision or requirement adopted or imposed under subsection (4) of this section may offer developers one or more of the following incentives:]

[(a) Density adjustments.]

[(b) Expedited service for local permitting processes.]

[(c) Modification of height, floor area or other site-specific requirements.]

[(d) Other incentives as determined by the city or county.]

[(7) Subsection (4) of this section does not restrict the authority of a city or county to offer developers voluntary incentives, including incentives to:]

[(a) Increase the number of affordable housing units in a development.]

[(b) Decrease the sale or rental price of affordable housing units in a development.]

[(c) Build affordable housing units that are affordable to households with incomes equal to or lower than 80 percent of the median family income for the county in which the housing is built.]

[(8)(a) A city or county that adopts or imposes a regulation, provision or requirement described in subsection (4) of this section may not apply the regulation, provision or requirement to any multiunit housing for which an application for a permit, as defined in ORS 215.402 or 227.160, has been submitted as provided in ORS 215.416 or 227.178 (3), or, if such a permit is not required, a building permit application has been submitted to the city or county prior to the effective date of the regulation, provision or requirement.]

[(b) If multiunit housing described in paragraph (a) of this subsection has not been completed within the period required by the permit issued by the city or county, the developer of the multiunit housing shall resubmit an application for a permit, as defined in ORS 215.402 or 227.160, as provided in ORS 215.416 or 227.178 (3), or, if such a permit is not required, a building permit application under the regulation, provision or requirement adopted by the city or county under subsection (4) of this section.]

[(9)(a) A city or county that adopts or imposes a regulation, provision or requirement under subsection (4) of this section shall adopt and apply only clear and objective standards, conditions and procedures regulating the development of affordable housing units within its jurisdiction. The standards, conditions and procedures may not have the effect, either individually or cumulatively, of discouraging development of affordable housing units through unreasonable cost or delay.]

[(b) Paragraph (a) of this subsection does not apply to:]

[(A) An application or permit for residential development in an area identified in a formally adopted central city plan, or a regional center as defined by Metro, in a city with a population of 500,000 or more.]

[(B) An application or permit for residential development in historic areas designated for protection under a land use planning goal protecting historic areas.]

[(c) In addition to an approval process for affordable housing based on clear and objective standards, conditions and procedures as provided in paragraph (a) of this subsection, a city or county may adopt and apply an alternative approval process for applications and permits for residential development based on approval criteria regulating, in whole or in part, appearance or aesthetics that are not clear and objective if:]

[(A) The developer retains the option of proceeding under the approval process that meets the requirements of paragraph (a) of this subsection;]

[(B) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and]

[(C) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in paragraph (a) of this subsection.]

[(10) If a regulation, provision or requirement adopted or imposed by a city or county under subsection (4) of this section requires that a percentage of housing units in new multiunit housing be designated as affordable housing, any incentives offered under subsection (5)(d) or (6) of this section must

be related in a manner determined by the city or county to the required percentage of affordable housing units.]

SECTION 6. ORS 320.195 is amended to read:

320.195. (1) As soon as practicable after the end of each fiscal quarter, a city or county that imposes a construction tax pursuant to ORS 320.192 shall deposit the construction tax revenues collected in the fiscal quarter just ended in the general fund of the city or county.

(2) Of the revenues deposited pursuant to subsection (1) of this section, the city or county may retain an amount not to exceed four percent as an administrative fee to recoup the expenses of the city or county incurred in complying with this section.

(3) After deducting the administrative fee authorized under subsection (2) of this section and paying any refunds, the city or county shall use the remaining revenues received under ORS 320.192 (2) as follows:

(a) Fifty percent to fund developer incentives **or offsets** allowed or offered pursuant to [ORS 197A.465 (5)(c) and (d) and (7)] **section 2 (5) or (6) or 3 (1)(a) of this 2026 Act;**

(b) Fifteen percent to be distributed to the Housing and Community Services Department to fund home ownership programs that provide down payment assistance; and

(c) Thirty-five percent for programs and incentives of the city or county related to affordable housing as defined by the city or county, respectively, for purposes of this section and ORS 320.192.

(4) After deducting the administrative fee authorized under subsection (2) of this section and paying any refunds, the city or county shall use 50 percent of the remaining revenues received under ORS 320.192 (3) to fund programs of the city or county related to housing.

SECTION 7. ORS 456.766 is amended to read:

456.766. As used in ORS 456.766 to 456.828:

(1)(a) "Affordability restriction" means a limit on rents that a property owner may charge at a participating property or a limitation on the use of a participating property as set forth in a contract.

(b) "Affordability restriction" does not include the requirements under ORS 456.792.

(2) "Contract" means a written agreement entered into by a property owner under which a participating property becomes publicly supported housing that is subject to an affordability restriction. "Contract" includes, but is not limited to, a deed restriction, loan agreement, operating agreement or any other written agreement that results in an affordability restriction being placed on the property.

(3) "Local government" means a city, county, public corporation or metropolitan service district.

(4) "Participating property" means property that is the subject of a contract by which the property becomes publicly supported housing that is subject to an affordability restriction and that is not eligible for withdrawal under ORS 456.814 (4).

(5) "Property owner" or "owner" means the owner or long-term lessee of a participating property, including a third-party purchaser of a property not eligible for withdrawal under ORS 456.814 (4).

(6)(a) "Publicly supported housing" means a multifamily rental housing development of five or more units that receives or benefits from government assistance under:

(A) A contract for rent assistance from the United States Department of Housing and Urban Development, the United States Department of Agriculture or the Housing and Community Services Department that contains an affordability restriction; or

(B) A contract that is for any other type of government assistance or subsidy that includes an affordability restriction and that is identified in rules adopted by the Housing and Community Services Department.

(b) "Publicly supported housing" does not include a multifamily rental housing development:

(A) For which the development or developer receives only a construction excise tax waiver, a system development charge waiver, a fee waiver or a property tax abatement;

(B) That is part of an inclusionary housing program as defined by local government and authorized under [ORS 197A.465] **sections 2 and 3 of this 2026 Act;**

(C) That receives tenant-based federal rent subsidy payments under the Housing Choice Voucher Program authorized by 42 U.S.C. 1437f;

(D) That receives project-based rental assistance vouchers administered by a housing authority under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f (o)(13)); or

(E) That receives tenant vouchers from the United States Department of Agriculture under section 542 of the Housing Act of 1949 (42 U.S.C. 1471).

(7) “Qualified purchaser” means a local government entitled to receive notices under ORS 456.781, the Housing and Community Services Department or a designee appointed by the department under ORS 456.814.

(8) “Termination date” means the date upon which the affordability restrictions expire and the property is withdrawn from publicly supported housing as allowed under ORS 456.766 to 456.828 and the contract or expiration of the contract.

(9) “Third party” means a party that is not a qualified purchaser and that has made an offer to purchase, or has purchased, a participating property from a property owner.

SECTION 8. Section 8, chapter 52, Oregon Laws 2016, is amended to read:

Sec. 8. (1) The local government of a pilot project site selected by the Land Conservation and Development Commission under section 4, **chapter 52, Oregon Laws 2016**, [of this 2016 Act] may not plan or zone the site to allow a use or mix of uses not authorized under sections 2 to 9, **chapter 52, Oregon Law 2016**, [of this 2016 Act] unless the local government withdraws the pilot project site from the urban growth boundary and rezones the site pursuant to law, statewide land use planning goals and land use regulations implementing the goals that regulate allowable uses of land outside urban growth boundaries.

(2) A local government may not use sections 2 to 9, **chapter 52, Oregon Laws 2016**, [of this 2016 Act] to bring high-value farmland, as determined by the commission, within its urban growth boundary.

(3) The inclusion of pilot project sites dedicated to affordable housing within an urban growth boundary pursuant to sections 2 to 9, **chapter 52, Oregon Laws 2016**, [of this 2016 Act] does not authorize a local government to convert buildable lands within the urban growth boundary that are planned for needed housing, as defined in ORS [197.303] **197A.348**, to other uses.

(4) [Notwithstanding ORS 197.309 (2),] For a pilot project site selected under section 4, **chapter 52, Oregon Laws 2016** [of this 2016 Act], and affordable housing developed on a selected pilot project site, a local government may take any action described in [ORS 197.309] **section 2 of this 2026 Act** that has the effect of establishing the sales price for a housing unit or residential building lot or parcel, or that requires a housing unit or residential building lot or parcel to be designated for sale to a particular class or group of purchasers.

(5) Sections 2 to 9, **chapter 52, Oregon Laws 2016**, [of this 2016 Act] do not constitute a statutory contract. A pilot project site selected under section 4, **chapter 52, Oregon Laws 2016**, [of this 2016 Act] and affordable housing developed on a selected pilot project site remain subject to new or additional regulatory requirements authorized by law, statewide land use planning goals and land use regulations implementing the goals.

(6) As used in this section, “lot” and “parcel” have the meanings given those terms in ORS 92.010.

SECTION 9. Section 2, chapter 112, Oregon Laws 2021, as amended by section 2, chapter 221, Oregon Laws 2023, is amended to read:

Sec. 2. (1) Sections 2, 3, 5, 6, 7[, 8] and 9, chapter 52, Oregon Laws 2016, are repealed on January 2, 2028.

(2) Section 4, chapter 52, Oregon Laws 2016, as amended by section 1, chapter 32, Oregon Laws 2019, section 1, chapter 112, Oregon Laws 2021, and section 1, **chapter 221, Oregon Laws 2023** [of this 2023 Act], is repealed on January 2, 2028.

(3) **Section 8, chapter 52, Oregon Laws 2016, as amended by section 8 of this 2026 Act, is repealed on January 2, 2028.**

SECTION 10. Section 9, chapter 552, Oregon Laws 2021, as amended by section 104, chapter 13, Oregon Laws 2023, and section 46, chapter 38, Oregon Laws 2025, is amended to read:

Sec. 9. (1) Notwithstanding ORS 197.250 or 197.612 or any statewide land use planning goal, the Department of Land Conservation and Development shall approve Stevens Road planning amendments provided the department determines, in its discretion, that the Stevens Road planning amendments, with respect to the Stevens Road tract, include:

- (a) An inventory of significant historical artifacts, cultural sites and natural resources.
 - (b) Areas designated for recreational and open space.
 - (c) Land use regulations for the protection and preservation of significant resources and designated areas identified in paragraphs (a) and (b) of this subsection.
 - (d) Land use regulations that comply with applicable wildfire planning and development requirements, including requirements in regulations adopted to implement a statewide planning goal relating to natural disasters and hazards.
 - (e) Areas designated for adequate employment lands that account for the city's most recent economic opportunity analysis, including consideration of subsequent economic development activities and trends.
 - (f) Within areas zoned for residential purposes, without counting the lands designated under subsection (2) of this section, land use regulations for housing that:
 - (A) Ensure adequate opportunities for the development of all needed housing types, sizes and densities of market-rate housing, including middle housing as defined in ORS 197A.420;
 - (B) Exceed the proportions of single-unit attached and multiunit housing called for in the city's most recently adopted housing needs analysis under ORS 197.296 (3) (2021 Edition);
 - (C) Exceed a minimum density standard of nine residential units per gross residential acre; and
 - (D) On the date the Stevens Road planning amendments are approved, comply with land use regulations adopted by the city, or any minimum applicable rules adopted by the department, to implement ORS 197A.420 and the amendments to ORS 197A.425 by section 7, chapter 639, Oregon Laws 2019.
 - (g) Sufficient areas designated for mixed use development to support and integrate viable commercial and residential uses along with transportation options, including walking, bicycling and transit use.
 - (h) Land use regulations ensuring that:
 - (A) Adequate capacity is available, or feasible with development, for water, sewer and storm water services; and
 - (B) Adequate consideration is given to the financing, scheduling and development of urban services, as defined in ORS 195.065.
 - (i) Land use regulations for transportation that:
 - (A) Ensure the development of adequate infrastructure to support walking, bicycling, public transit and motor vehicle movement; and
 - (B) Give adequate consideration to transportation networks that connect the Stevens Road tract to other areas within the urban growth boundary of the city.
 - (j) The adequate consideration of the recommendations and comments received under section 8 (3) to (5), chapter 552, Oregon Laws 2021.
- (2) The department may not approve the planning amendments under subsection (1) of this section unless the planning amendments designate at least 20 net acres of land to be:
- (a) Restricted so the area may be zoned, planned, sited or developed only for residential housing units at a minimum density of nine residential units per gross acre;
 - (b) Conveyed to the city at a price per acre established under section 4 (2)(b), chapter 552, Oregon Laws 2021; and
 - (c) Notwithstanding ORS 91.225 or [197A.465] **section 2 of this 2026 Act**, preserved for a period of no less than 50 years as affordable to own or rent as follows:
 - (A) At least 12 net acres made affordable to:

(i) Households with incomes of 60 percent or less of the area median income, as defined in ORS 456.270; or

(ii) If part of an income-averaging program approved by the Housing and Community Services Department, households whose incomes average 60 percent or less of the area median income.

(B) At least six net acres:

(i) Made affordable to households with incomes of 80 percent or less of the area median income; and

(ii) Made available, to the extent permitted by law, in a manner that gives a priority to households in which at least one individual is employed by an education provider over other members of the public.

(C) At least two net acres in which at least 80 percent of the units in each contiguous development tract are made affordable to households with 80 percent or less of the area median income, of which at least one net acre is made available, to the extent permitted by law, in a manner that gives a priority to households in which at least one individual is employed by an education provider over other members of the public.

(3) Upon a partition or subdivision of the Stevens Road tract following the approval of the planning amendments under subsection (1) of this section establishing one or more lots or parcels described in subsection (2) of this section, the owner shall transfer those lots or parcels to the city. For a period of 99 years after the purchase of property under this section, if the city resells any lot or parcel, the city may recover only the city's costs of the purchase and resale of the property.

(4) Neither the city nor the Department of Land Conservation and Development is obligated to adopt any specific findings or evaluate any specific criteria in exercising its discretion with respect to any Stevens Road planning amendments under this section and may receive, solicit or consider information from any source.

(5) As used in this section, "education provider" means a school district as defined in ORS 332.002, an educational program under the Youth Corrections Education Program or Juvenile Detention Education Program as both are defined in ORS 326.695, or an education service district as defined in ORS 334.003.

SECTION 11. Section 10, chapter 552, Oregon Laws 2021, is amended to read:

Sec. 10. (1) Sections [2 to 9 of this 2021 Act] 2 to 5, 7 and 8, chapter 552, Oregon Laws 2021, are repealed on January 2, 2030.

(2) Section 6, chapter 552, Oregon Laws 2021, as amended by section 103, chapter 13, Oregon Laws 2023, is repealed on January 2, 2030.

(3) Section 9, chapter 552, Oregon Laws 2021, as amended by section 104, chapter 13, Oregon Laws 2023, section 46, chapter 38, Oregon Laws 2025, and section 10 of this 2026 Act, is repealed on January 2, 2030.

SECTION 12. Section 8, chapter 330, Oregon Laws 2025, is amended to read:

Sec. 8. (1) A local government may not apply residential design standards to an application for the development of housing within an urban growth boundary unless the application is for the development of a [multifamily structure as defined in ORS 197A.465] multiunit structure as defined in section 2 of this 2026 Act or fewer than 20 residential units.

(2) This section does not apply to land use regulations or requirements that are related to setbacks, building height, accessibility, fire ingress or egress, public health or safety, state or federal water quality standards, hazardous or contaminated site cleanup or wildlife protection or that implement statewide land use planning goals relating to natural resources, natural hazards, the Willamette River Greenway, estuarine resources, coastal shorelands, beaches and dunes or ocean resources.

(3) As used in this section:

(a) "Residential design standards" means standards intended to preserve the desired character, architectural expression, decoration or aesthetic quality of new homes, including standards regulating:

(A) Facade materials, colors or patterns;

- (B) Roof decoration, form or materials;
- (C) Accessories, materials or finishes for entry doors or garages;
- (D) Window elements such as trim, shutters or grids;
- (E) Fence type, design or finishes;
- (F) Architectural details, such as ornaments, railings, cornices and columns;
- (G) Size and design of porches or balconies;
- (H) Variety of design or floorplan; or
- (I) Front or back yard area landscaping materials or vegetation.

(b) “Residential units” means any new single-unit dwellings, manufactured dwellings and units of middle housing, as defined in ORS 197A.420.

SECTION 13. Section 9, chapter 330, Oregon Laws 2025, is amended to read:

Sec. 9. Section 8, **chapter 330, Oregon Laws 2025, as amended by section 12 of this 2026 Act, [of this 2025 Act]** is repealed January 2, 2033.

SECTION 14. (1) Sections 2 and 3 of this 2026 Act and the amendments to 197A.465, 320.195 and 456.766 and section 8, chapter 52, Oregon Laws 2016, section 2, chapter 112, Oregon Laws 2021, sections 9 and 10, chapter 552, Oregon Laws 2021, and sections 8 and 9, chapter 330, Oregon Laws 2025, by sections 5 to 13 of this 2026 Act become operative on January 1, 2028.

(2) The amendments to section 3 of this 2026 Act by section 4 of this 2026 Act become operative on January 1, 2029.

(3) The Department of Land Conservation and Development may take any action before the operative date specified in subsection (1) of this section that is necessary for the department to exercise, on and after the operative date specified in subsection (1) of this section, all of the duties, functions and powers conferred on the department by sections 2 and 3 of this 2026 Act and the amendments to ORS 197A.465 by section 5 of this 2026 Act.

SECTION 15. (1)(a) Beginning on the operative date specified in section 14 (1) of this 2026 Act, a city or county may not enforce any regulation or requirement that is not in compliance with section 2 or 3 of this 2026 Act or ORS 197A.465, as amended by section 5 of this 2026 Act.

(b) Beginning on the operative date specified in section 14 (2) of this 2026 Act, a city or county may not enforce any regulation or requirement that is not in compliance with the amendments to section 3 of this 2026 Act by section 4 of this 2026 Act.

(2)(a) Sections 2 and 3 of this 2026 Act and the amendments to ORS 197A.465 by section 5 of this 2026 Act do not affect any of the following actions taken under ORS 197A.465 as that statute was in effect before the operative date specified in section 14 (1) of this 2026 Act:

- (A) The award of any incentive;
- (B) The imposition of any land use regulation or condition of approval; or
- (C) The interpretation or enforceability of any agreement between a developer and a city or county.

(b) The amendments to section 3 of this 2026 Act by section 4 of this 2026 Act do not affect any of the following actions taken under ORS 197A.465 as that statute was in effect before the operative date specified in section 14 (2) of this 2026 Act:

- (A) The award of any incentive;
- (B) The imposition of any land use regulation or condition of approval; or
- (C) The interpretation or enforceability of any agreement between a developer and a city or county.

Passed by Senate February 20, 2026

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Obadiah Rutledge, Secretary of Senate

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Rob Wagner, President of Senate

Passed by House March 4, 2026

.....
Julie Fahey, Speaker of House

Received by Governor:

.....M,....., 2026

Approved:

.....M,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M,....., 2026

.....
Tobias Read, Secretary of State

Enrolled
Senate Bill 1523

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Housing and Development)

CHAPTER

AN ACT

Relating to electronic access to residential tenancies; creating new provisions; amending ORS 90.100, 90.302 and 90.320; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 and 3 of this 2026 Act are added to and made a part of ORS chapter 90.

SECTION 2. (1) A landlord who uses a tenant portal to accept an application shall:

(a)(A) Post a printable copy of the application on the landlord's website; or

(B) Within seven days following receipt of a written request by any prospective applicant, provide a printed or printable copy of the application to the prospective applicant by mail or electronic mail.

(b) Process all applications whether received through the tenant portal or outside of the portal.

(2) If an applicant or tenant requests an alternative in writing, a landlord may not require a tenant to use a tenant portal as the sole means to:

(a) Verify identification;

(b) Review and sign addenda or other legal agreements; or

(c) Submit documents relating to the tenancy.

(3) This section does not prohibit a landlord from entering tenant information into a tenant portal or otherwise using a tenant portal.

(4) If a landlord fails to comply with this section, an individual who applied as described in subsection (1)(b) of this section or requested an alternative to the tenant portal under subsection (1)(a) or (2) of this section is entitled to any damages sustained, or \$100, whichever is greater.

SECTION 3. (1) A landlord shall allow a tenant to make payments by check or other commercially reasonable methods.

(2) A landlord may not require a tenant to make payments by debit card, credit card, electronic check, tenant portal or any other form of electronic payment.

(3) A landlord may not charge a late fee or terminate a tenancy based on nonpayment of rent or other charge if a landlord refuses to allow a payment offered by the tenant under subsection (1) of this section.

SECTION 4. ORS 90.100 is amended to read:

90.100. As used in this chapter, unless the context otherwise requires:

(1) "Accessory building or structure" means any portable, demountable or permanent structure, including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks, steps, ramps, piers and pilings, that is:

(a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or

(b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a tenant of a manufactured dwelling or floating home.

(2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.

(3) "Applicant screening charge" means any payment of money required by a landlord of an applicant prior to entering into a rental agreement with that applicant for a residential dwelling unit, the purpose of which is to pay the cost of processing an application for a rental agreement for a residential dwelling unit.

(4) "Attorney" includes an associate licensee of the Oregon State Bar practicing law within the licensee's approved scope of practice.

(5) "Bias crime" has the meaning given that term in ORS 147.380.

(6) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

(7) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

(8) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

(9) "Conduct" means the commission of an act or the failure to act.

(10) "DBH" means the diameter at breast height, which is measured as the width of a standing tree at four and one-half feet above the ground on the uphill side.

(11) "Dealer" means any person in the business of selling, leasing or distributing new or used manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling or floating home for use as a residence.

(12) "Domestic violence" means:

(a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

(b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

(13) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

(14) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" regarding a person who rents a space for a manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and not the manufactured dwelling, recreational vehicle or floating home itself.

(15) "Essential service" means:

(a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:

(A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches for windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and

(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320, the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the dwelling unit unfit for occupancy.

(b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

(A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any drainage system; and

(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730, the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the rented space unfit for occupancy.

- (16) "Facility" means a manufactured dwelling park or a marina.
- (17) "Fee" means a nonrefundable payment of money.
- (18) "First class mail" does not include certified or registered mail, or any other form of mail that may delay or hinder actual delivery of mail to the recipient.
- (19) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a specific ending date and terminating on that date without requiring further notice to effect the termination.
- (20) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes an accessory building or structure.
- (21) "Good faith" means honesty in fact in the conduct of the transaction concerned.
- (22) "Hazard tree" means a tree that:
- (a) Is located on a rented space in a manufactured dwelling park;
 - (b) Measures at least eight inches DBH; and
 - (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable risk of causing serious physical harm or damage to individuals or property in the near future.
- (23) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.
- (24) "Informal dispute resolution" includes voluntary consultation between the landlord or landlord's agent and one or more tenants or voluntary mediation utilizing the services of a third party, but does not include mandatory mediation or arbitration.
- (25) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor or sublessor to manage the premises or to enter into a rental agreement.
- (26) "Landlord's agent" means a person who has oral or written authority, either express or implied, to act for or on behalf of a landlord.
- (27) "Last month's rent deposit" means a type of security deposit, however designated, the primary function of which is to secure the payment of rent for the last month of the tenancy.
- (28) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured home as those terms are defined in ORS 446.003 or a prefabricated structure. "Manufactured dwelling" includes an accessory building or structure.
- (29) "Manufactured dwelling park" means a place where four or more manufactured dwellings are located, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee.
- (30) "Marina" means a moorage of contiguous dwelling units that may be legally transferred as a single unit and are owned by one person where four or more floating homes are secured, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee.
- (31) "Marina purchase association" means a group of three or more tenants who reside in a marina and have organized for the purpose of eventual purchase of the marina.
- (32) "Month-to-month tenancy" means a tenancy that automatically renews and continues for successive monthly periods on the same terms and conditions originally agreed to, or as revised by the parties, until terminated by one or both of the parties.
- (33) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.
- (34) "Owner" includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:
- (a) All or part of the legal title to property; or
 - (b) All or part of the beneficial ownership and a right to present use and enjoyment of the premises.
- (35) "Person" includes an individual or organization.

(36) "Prefabricated structure" means a structure that is substantially constructed or assembled using closed construction at an off-site location in compliance with the state building code and that is sited and occupied by the owner in compliance with local codes.

(37) "Premises" means:

(a) A dwelling unit and the structure of which it is a part and facilities and appurtenances therein;

(b) Grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant; and

(c) A facility for manufactured dwellings or floating homes.

(38) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date.

(39) "Recreational vehicle" has the meaning given that term in ORS 174.101.

(40) "Recreational vehicle park" has the meaning given that term in ORS 197.492.

(41)(a) "Rent" means 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.

(b) "Rent" does not include security deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.562.

(42) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises. "Rental agreement" includes a lease. A rental agreement is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

(43) "Roomer" means a person occupying a dwelling unit that does not include a toilet and either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure.

(44) "Screening or admission criteria" means 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.

(45) "Security deposit" means 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. "Security deposit" does not include a fee.

(46) "Sexual assault" has the meaning given that term in ORS 147.450.

(47)(a) "Squatter" means a person occupying a dwelling unit, or occupying any other property and using it for dwelling purposes, who is not so entitled under a rental agreement or who is not authorized by the tenant to occupy that dwelling unit.

(b) "Squatter" does not include a tenant who holds over as described in ORS 90.427 (11).

(48) "Stalking" means the behavior described in ORS 163.732.

(49) "Statement of policy" means the summary explanation of information and facility policies to be provided to prospective and existing tenants under ORS 90.510.

(50) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a dwelling unit.

(51) "Tenant":

(a) Except as provided in paragraph (b) of this subsection:

(A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public housing authority.

(B) Means a minor, as defined and provided for in ORS 109.697.

(b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a residence a manufactured dwelling or a floating home in a facility and persons residing with that tenant under the terms of the rental agreement.

(c) Does not mean a guest or temporary occupant.

(52)(a) “Tenant portal” means any electronic application, software, website or digital platform provided by or on behalf of a landlord that a tenant, applicant or prospective applicant uses in connection with applying for, establishing, maintaining or terminating a tenancy.

(b) “Tenant portal” does not include communications with the landlord or landlord’s agent via email or text message.

[(52)] **(53)** “Transient lodging” means a room or a suite of rooms.

[(53)] **(54)** “Transient occupancy” means occupancy in transient lodging that has all of the following characteristics:

(a) Occupancy is charged on a daily basis and is not collected more than six days in advance;

(b) The lodging operator provides maid and linen service daily or every two days as part of the regularly charged cost of occupancy; and

(c) The period of occupancy does not exceed 30 days.

[(54)] **(55)** “Vacation occupancy” means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that:

(a) Has all of the following characteristics:

(A) The occupant rents the unit for vacation purposes only, not as a principal residence;

(B) The occupant has a principal residence other than at the unit; and

(C) The period of authorized occupancy does not exceed 45 days; or

(b) Is for the rental of a space in a recreational vehicle park on which a recreational vehicle owned by the occupant will be located and for which:

(A) The occupant rents the unit for vacation purposes only, not as a principal residence;

(B) The occupant has a principal residence other than at the space;

(C) The period of authorized occupancy does not exceed 90 days;

(D) The recreational vehicle is required to be removed from the park at the end of the occupancy period before a new occupancy may begin; and

(E) A written agreement is signed by the occupant that substantially states: “Your occupancy of this recreational vehicle park is a vacation occupancy and is NOT subject to the Oregon Residential Landlord and Tenant Act (ORS chapter 90).”

[(55)] **(56)** “Victim” means:

(a) The person against whom an incident related to domestic violence, sexual assault, bias crime or stalking is perpetrated; or

(b) The parent or guardian of a minor household member against whom an incident related to domestic violence, sexual assault, bias crime or stalking is perpetrated, unless the parent or guardian is the perpetrator.

[(56)] **(57)** “Week-to-week tenancy” means a tenancy that has all of the following characteristics:

(a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven days;

(b) There is a written rental agreement that defines the landlord’s and the tenant’s rights and responsibilities under this chapter; and

(c) There are no fees or security deposits, although the landlord may require the payment of an applicant screening charge, as provided in ORS 90.295.

SECTION 5. ORS 90.302 is amended to read:

90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord expense and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement.

(2) A landlord may charge a tenant a fee for each occurrence of the following:

(a) A late rent payment, pursuant to ORS 90.260.

(b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee may not exceed the amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord for processing the dishonored check.

(c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The landlord may charge a fee of up to \$250 unless the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or under ORS 105.836 to 105.842 and 476.725.

(d) The violation of a written pet agreement or of a rule relating to pets in a facility, pursuant to ORS 90.530.

(e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

(A) The landlord may not recover unpaid rent for any period of the fixed term tenancy beyond the date that the landlord knew or reasonably should have known of the abandonment or relinquishment;

(B) The landlord may not recover damages related to the cost of renting the dwelling unit to a new tenant; and

(C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

(3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice described in subparagraph (A) of this paragraph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50 for the second noncompliance within one year after the warning notice for the same or a similar noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. The landlord:

(A) Shall give a tenant a written warning notice that describes:

(i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for the same or similar conduct; and

(ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance, that occurs within one year after the warning notice.

(B) Shall give a tenant a written notice describing the noncompliance when assessing a fee for a second or subsequent noncompliance that occurs within one year after the warning notice.

(C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent noncompliance within 30 days after the act constituting noncompliance.

(D) May terminate a tenancy for a noncompliance consistent with this chapter instead of assessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same noncompliance.

(E) May not deduct a fee assessed pursuant to this subsection from a rent payment for the current or a subsequent rental period.

(b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

(A) The late payment of a utility or service charge that the tenant owes the landlord as described in ORS 90.315.

(B) Failure to clean up pet waste from a part of the premises other than the dwelling unit.

(C) Failure to clean up the waste of a service animal or a companion animal from a part of the premises other than the dwelling unit.

(D) Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit.

(E) Parking violations.

(F) The improper use of vehicles within the premises.

(G) Smoking in a clearly designated nonsmoking unit or area of the premises. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord may not assess this fee before 24 hours after the required warning notice to the tenant.

(H) Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord may not assess this fee before 48 hours after the required warning notice to the tenant.

(4) A landlord may not be required to account for or return to the tenant any fee.

(5) Except as provided in subsection (2)(e) of this section, a landlord may not charge a tenant any form of liquidated damages, however designated.

(6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.392 or 90.630 (1).

(7) This section does not apply to:

(a) Attorney fees awarded pursuant to ORS 90.255;

(b) Applicant screening charges paid pursuant to ORS 90.295;

(c) Charges for improvements or other actions that are requested by the tenant and are not required of the landlord by the rental agreement or by law, including the cost to replace a key lost by a tenant;

[(d) Processing fees charged to the landlord by a credit card company and passed through to the tenant for the use of a credit card by the tenant to make a payment when:]

[(A) The credit card company allows processing fees to be passed through to the credit card holder; and]

[(B) The landlord allows the tenant to pay in cash or by check;]

(d) Processing fees charged to the landlord, for a payment made by a tenant by credit or debit card or through a tenant portal or other electronic means, and passed through to the tenant, provided that:

(A) The payment processing company allows fees to be passed to the payor;

(B) The landlord allows the tenant to pay by nonelectronic means as required under section 3 (1) of this 2026 Act; and

(C) Records of fees charged to the landlord and passed through to the tenant are made available to the tenant upon written request within a reasonable time;

(e) A requirement by a landlord in a written rental agreement that a tenant obtain and maintain renter's liability insurance pursuant to ORS 90.222; or

(f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit that is within a homeowners association organized under ORS 94.625 or an association of unit owners organized under ORS 100.405, respectively, if:

(A) The assessments are imposed by the association on a landlord who owns a dwelling unit within the association and the landlord passes the assessments through to a tenant of the unit;

(B) The assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association;

(C) The landlord sets forth the assessment requirement in the written rental agreement at the commencement of the tenancy; and

(D) The landlord gives a copy of the assessment the landlord receives from the association to the tenant before or at the time the landlord charges the tenant.

(8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees described in subsection (2) of this section.

(9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to

the tenant, except that a marina landlord may not impose a noncompliance fee for parking under subsection (3)(b)(E) of this section.

SECTION 6. ORS 90.320 is amended to read:

90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if it substantially lacks:

(a) Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;

(b) Plumbing facilities that conform to applicable law in effect at the time of installation and are maintained in good working order;

(c) A water supply approved under applicable law that is:

(A) Under the control of the tenant or landlord and is capable of producing hot and cold running water;

(B) Furnished to appropriate fixtures;

(C) Connected to a sewage disposal system approved under applicable law; and

(D) Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;

(d) Adequate heating facilities that conform to applicable law at the time of installation and are maintained in good working order;

(e) Electrical lighting with wiring and electrical equipment that conform to applicable law at the time of installation and are maintained in good working order;

(f) Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(g) Except as otherwise provided by local ordinance or by written agreement between the landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of the rental agreement, and the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal;

(h) Floors, walls, ceilings, stairways and railings maintained in good repair;

(i) Ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord;

(j) Safety from fire hazards, including a working smoke alarm or smoke detector, with working batteries if solely battery-operated, provided only at the beginning of any new tenancy when the tenant first takes possession of the premises, as provided in ORS 479.270, but not to include the tenant's testing of the smoke alarm or smoke detector as provided in ORS 90.325 (1);

(k) A carbon monoxide alarm, and the dwelling unit:

(A) Contains a carbon monoxide source; or

(B) Is located within a structure that contains a carbon monoxide source and the dwelling unit is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft;

(L) Working locks for all dwelling entrance doors and latches for all windows, by which access may be had to the dwelling unit;

(m) A means of unlocking locks under paragraph (L) of this subsection, [*including access control systems operated by a software application operated on a tenant's mobile phone or other electronic device, provided that the landlord also offers the tenant at least one alternative means of access, including*] **and of unlocking or otherwise accessing all common areas or common facilities of the premises to which the tenant has access, such as an access code or a fob, key card or other tangible key which must include at least one means other than a tenant portal;** or

(n) For a dwelling unit in a building where building permits for its construction were issued on or after April 1, 2024, adequate cooling facilities that:

(A) Provide cooling in at least one room of the dwelling unit, not including a bathroom;

(B) Conform to applicable law at the time of installation and are maintained in good working order; and

(C) May include central air conditioning, an air-source or ground-source heat pump or a portable air conditioning device that is provided by the landlord.

(2) The landlord and tenant may agree in writing that the tenant is to perform specified repairs, maintenance tasks and minor remodeling only if:

(a) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord;

(b) The agreement does not diminish the obligations of the landlord to other tenants in the premises; and

(c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate consideration for the agreement is specifically stated.

(3) Any provisions of this section that reasonably apply only to a structure that is used as a home, residence or sleeping place do not apply to a manufactured dwelling, recreational vehicle or floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manufactured dwelling or floating home tenancies in which the tenant owns the dwelling or home and rents space in a facility are governed by ORS 90.730 and not by this section.

SECTION 7. (1) Sections 2 and 3 of this 2026 Act and the amendments to ORS 90.302 and 90.320 by sections 5 and 6 of this 2026 Act apply to rental agreements entered into before, on or after the effective date of this 2026 Act.

(2) Section 2 of this 2026 Act applies to applications for a rental agreement screened on or after the effective date of this 2026 Act.

SECTION 8. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

Passed by Senate February 17, 2026

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Obadiah Rutledge, Secretary of Senate

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Rob Wagner, President of Senate

Passed by House February 26, 2026

.....
Julie Fahey, Speaker of House

Received by Governor:

.....M.,....., 2026

Approved:

.....M.,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2026

.....
Tobias Read, Secretary of State

Enrolled
Senate Bill 1551

Sponsored by Senators GELSER BLOUIN, GOLDEN; Senators BROADMAN, PHAM K, PROZANSKI, Representatives FRAGALA, MCDONALD (Presession filed.)

CHAPTER

AN ACT

Relating to fire hardening of residential properties; creating new provisions; amending ORS 94.572, 94.573 and 94.630; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2026 Act is added to and made a part of ORS chapter 93.

SECTION 2. (1) As used in this section, “fire-hardened building materials” means materials that meet any of the following criteria as most recently adopted as of the effective date of this 2026 Act:

(a) The criteria for construction in wildland areas set forth in the International Wildland-Urban Interface Code;

(b) The criteria for construction in wildland areas set forth in the National Fire Protection Association Standard 1140; or

(c) The criteria included within a wildfire-prepared home as established by the Insurance Institute for Business and Home Safety.

(2) A provision in a recorded document, including a declaration as defined in ORS 94.550, is void and unenforceable to the extent that the provision would:

(a) Prohibit the installation, use or maintenance of fire-hardened building materials on a residential property; or

(b) Prohibit the removal of materials that are not fire-hardened building materials, including fences and other structures, from a residential property.

SECTION 3. Section 4 of this 2026 Act is added to and made a part of ORS 94.550 to 94.783.

SECTION 4. (1) A provision in a planned community’s governing documents is void and unenforceable to the extent that it:

(a) Prohibits both the removal of materials that are not fire-hardened building materials, as defined in section 2 of this 2026 Act, and the replacement of materials that are not fire-hardened building materials with fire-hardened building materials; or

(b) Limits the design, dimensions, placement, maintenance or external appearance of fire-hardened building materials in a way that:

(A) Has the practical effect of prohibiting the use of all fire-hardened building materials; or

(B) Requires the use of fire-hardened building materials that cost substantially more than other fire-hardened building materials of similar quality to the materials proposed by

the owner such that the cost practically prevents the owner from using fire-hardened building materials or imposes an unreasonable burden on the owner.

(2) If an owner applies to install fire-hardened building materials or remove nonfire-hardened building materials under this section, the application is deemed approved unless the association denies or requests modifications to the application in a written opinion that:

(a) Is delivered within 90 days after the application is filed;

(b) Demonstrates in reasonable detail the basis for the denial and the scope of any necessary modifications; and

(c) Is not arbitrary or capricious.

SECTION 5. ORS 94.572 is amended to read:

94.572. (1) A Class I or Class II planned community created before January 1, 2002, that was not created under ORS 94.550 to 94.783 is subject to this section and ORS 94.550, 94.573, 94.574, 94.576, 94.577, 94.590, 94.595 (5) to (9), 94.625, 94.626, 94.630 (1), (3) and (4), 94.639, 94.640, 94.641, 94.642, 94.644, 94.645, 94.647, 94.650, 94.652, 94.655, 94.657, 94.658, 94.660, 94.661, 94.662, 94.665, 94.670, 94.675, 94.676, 94.680, 94.690, 94.695, 94.704, 94.709, 94.712, 94.716, 94.719, 94.723, 94.728, 94.733, 94.762, 94.770, 94.775, 94.777, 94.779 and 94.780 **and section 4 of this 2026 Act** to the extent that those statutes are consistent with any governing documents of the planned community.

(2) If the governing documents of a planned community described in subsection (1) of this section do not provide for the formation of a homeowners association, the requirements of this section are not effective until the formation of an association in accordance with ORS 94.574.

(3) If a provision of the governing documents of a planned community described in subsection (1) of this section is inconsistent with this section, the owners may amend the governing documents using the procedures in ORS 94.573.

SECTION 6. ORS 94.573 is amended to read:

94.573. (1)(a)(A) The owners in a Class I or Class II planned community created before January 1, 2002, that was not created under ORS 94.550 to 94.783 may amend any provision of the planned community's governing documents to conform with this section and ORS 94.550, 94.572, 94.574, 94.576, 94.590, 94.595 (5) to (9), 94.625, 94.626, 94.630 (1), (3) and (4), 94.639, 94.640, 94.641, 94.642, 94.644, 94.645, 94.647, 94.650, 94.652, 94.655, 94.657, 94.658, 94.660, 94.661, 94.662, 94.665, 94.670, 94.675, 94.676, 94.680, 94.690, 94.695, 94.704, 94.709, 94.712, 94.716, 94.719, 94.723, 94.728, 94.733, 94.762, 94.770, 94.775, 94.777, 94.779 and 94.780 **and section 4 of this 2026 Act**.

(B) An amendment to any provision of a planned community's governing documents made pursuant to this paragraph must be executed in accordance with the procedures for the adoption of amendments prescribed by, and subject to any limitations specified in, the planned community's governing documents.

(C) Nothing in this section or ORS 94.572 requires the owners to amend a declaration or bylaws to include the information required by ORS 94.580 or 94.635.

(b) If a planned community's governing documents do not provide procedures to amend the provisions of the governing documents:

(A) The owners may amend the inconsistent provisions of a governing document other than bylaws to conform with this section and ORS 94.550, 94.572, 94.574, 94.576, 94.590, 94.595 (5) to (9), 94.625, 94.626, 94.630 (1), (3) and (4), 94.639, 94.640, 94.641, 94.642, 94.644, 94.645, 94.647, 94.650, 94.652, 94.655, 94.657, 94.658, 94.660, 94.661, 94.662, 94.665, 94.670, 94.675, 94.676, 94.680, 94.690, 94.695, 94.704, 94.709, 94.712, 94.716, 94.719, 94.723, 94.728, 94.733, 94.762, 94.770, 94.775, 94.777 and 94.780 **and section 4 of this 2026 Act** by a vote of at least 75 percent of the owners in the planned community.

(B) The owners may amend the inconsistent provisions of the bylaws to conform with this section and ORS 94.550, 94.572, 94.574, 94.576, 94.590, 94.595 (5) to (9), 94.625, 94.626, 94.630 (1), (3) and (4), 94.639, 94.640, 94.641, 94.642, 94.644, 94.645, 94.647, 94.650, 94.652, 94.655, 94.657, 94.658, 94.660, 94.661, 94.662, 94.665, 94.670, 94.675, 94.676, 94.680, 94.690, 94.695, 94.704, 94.709, 94.712, 94.716, 94.719, 94.723, 94.728, 94.733, 94.762, 94.770, 94.775, 94.777, 94.779, and 94.780 **and section 4 of this 2026 Act** by a vote of at least a majority of the owners in the planned community.

(C) The owners may adopt an amendment to the provisions of a governing document at a meeting held in accordance with the governing documents or by another procedure permitted by the governing documents that follows the procedures prescribed in ORS 94.647, 94.650 or 94.660.

(2) The owners of a planned community described in subsection (1) of this section shall execute, certify and record an amendment adopted pursuant to subsection (1) of this section to:

(a) A recorded declaration as provided in ORS 94.590 (2), (3) and (5).

(b) The bylaws or any other governing document as provided in ORS 94.590 (3). If the bylaws or other governing document to which the amendment relates were recorded, the owners shall cause an amendment to the bylaws or other governing document to be recorded in the office of the recording officer of every county in which the planned community is located.

(3) An amendment adopted pursuant to subsection (1) of this section shall include:

(a) A reference to the recording index numbers and date of recording of the governing document, if recorded, to which the amendment relates; and

(b) A statement that the amendment is adopted.

SECTION 7. ORS 94.630 is amended to read:

94.630. (1) Subject to subsection (2) of this section and ORS 94.762, 94.763, 94.776, 94.778 and 94.779 **and section 4 of this 2026 Act**, and except as otherwise provided in its declaration or bylaws, a homeowners association may:

(a) Adopt and amend bylaws, rules and regulations for the planned community;

(b) Adopt and amend budgets for revenues, expenditures and reserves, and collect assessments from owners for common expenses and the reserve account established under ORS 94.595;

(c) Hire and terminate managing agents and other employees, agents and independent contractors;

(d) Defend against any claims, proceedings or actions brought against it;

(e) Subject to subsection (4) of this section, initiate or intervene in litigation or administrative proceedings in its own name and without joining the individual owners in the following:

(A) Matters relating to the collection of assessments and the enforcement of governing documents;

(B) Matters arising out of contracts to which the association is a party;

(C) Actions seeking equitable or other nonmonetary relief regarding matters that affect the common interests of the owners, including but not limited to the abatement of nuisance;

(D) Matters, including but not limited to actions for damage, destruction, impairment or loss of use, relating to or affecting:

(i) Individually owned real property, the expenses for which, including maintenance, repair or replacement, insurance or other expenses, the association is responsible; or

(ii) Common property;

(E) Matters relating to or affecting the lots or interests of the owners including but not limited to damage, destruction, impairment or loss of use of a lot or portion thereof, if:

(i) Resulting from a nuisance or a defect in or damage to common property or individually owned real property, the expenses for which, including maintenance, repair or replacement, insurance or other expenses, the association is responsible; or

(ii) Required to facilitate repair to any common property; and

(F) Any other matter to which the association has standing under law or pursuant to the declaration or bylaws;

(f) Make contracts and incur liabilities;

(g) Regulate the use, maintenance, repair, replacement and modification of common property;

(h) Cause additional improvements to be made as a part of the common property;

(i) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, except that common property may be conveyed or subjected to a security interest only pursuant to ORS 94.665;

(j) Grant easements, leases, licenses and concessions through or over the common property as provided in ORS 94.665;

(k) Modify, close, remove, eliminate or discontinue the use of common property, including any improvement or landscaping, regardless of whether the common property is mentioned in the declaration, provided that:

(A) Nothing in this paragraph is intended to limit the authority of the association to seek approval of the modification, closure, removal, elimination or discontinuance by the owners; and

(B) Modification, closure, removal, elimination or discontinuance other than on a temporary basis of any swimming pool, spa or recreation or community building must be approved by at least a majority of owners voting on the matter at a meeting or by written ballot held in accordance with the declaration, bylaws or ORS 94.647;

(L) Impose and receive any payments, fees or charges for the use, rental or operation of the common property and services provided to owners;

(m) Adopt rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners. The rules must provide for written notice and an opportunity to be heard before the association may terminate the rights of any owners to receive the benefits or services until the correction of any violation covered by the rule has occurred;

(n) Impose charges for late payment of assessments and attorney fees related to the collection of assessments and, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association, provided that the charge imposed or the fine levied by the association is based:

(A) On a schedule contained in the declaration or bylaws, or an amendment to either that is delivered to each lot, mailed to the mailing address of each lot or mailed to the mailing addresses designated in writing by the owners; or

(B) On a resolution of the association or its board of directors that is delivered to each lot, mailed to the mailing address of each lot or mailed to the mailing addresses designated in writing by the owners;

(o) Impose reasonable charges for the preparation and recordation of amendments to the declaration;

(p) Provide for the indemnification of its officers and the board of directors and maintain liability insurance for directors and officers;

(q) Assign its right to future income, including the right to receive common expense assessments; and

(r) Exercise any other powers necessary and proper for the administration and operation of the association.

(2) A declaration may not impose any limitation on the ability of the association to deal with a declarant that is more restrictive than the limitations imposed on the ability of the association to deal with any other person, except during the period of declarant control under ORS 94.600.

(3) A permit or authorization, or an amendment, modification, termination or other instrument affecting a permit or authorization, issued by the board of directors that is authorized by law, the declaration or bylaws may be recorded in the deed records of the county in which the planned community is located. A permit or authorization, or an amendment, modification, termination or other instrument affecting a permit or authorization, recorded under this subsection shall:

(a) Be executed by the president and secretary of the association and acknowledged in the manner provided for acknowledgment of instruments by the officers;

(b) Include the name of the planned community and a reference to where the declaration and any applicable supplemental declarations are recorded;

(c) Identify, by the designations stated or referenced in the declaration or applicable supplemental declaration, all affected lots and common property; and

(d) Include other information and signatures if required by law, the declaration, bylaws or the board of directors.

(4)(a) Subject to paragraph (f) of this subsection, before initiating litigation or an administrative proceeding in which the association and an owner have an adversarial relationship, the party that

intends to initiate litigation or an administrative proceeding shall offer to use any dispute resolution program available within the county in which the planned community is located that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the association, for the other party.

(b) If the party receiving the offer does not accept the offer within 10 days after receipt by written notice hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the association, for the other party, the initiating party may commence the litigation or the administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

(c) If a qualified dispute resolution program exists within the county in which the planned community is located and an offer to use the program is not made as required under paragraph (a) of this subsection, litigation or an administrative proceeding may be stayed for 30 days upon a motion of the noninitiating party. If the litigation or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

(d) Unless a stay has been granted under paragraph (c) of this subsection, if the dispute resolution process is not completed within 30 days after receipt of the initial offer, the initiating party may commence litigation or an administrative proceeding without regard to whether the dispute resolution is completed.

(e) Once made, the decision of the court or administrative body arising from litigation or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

(f) The requirements of this subsection do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation or an administrative proceeding initiated to collect assessments, other than assessments attributable to fines.

SECTION 8. Sections 2 and 4 of this 2026 Act apply to recorded documents and governing documents executed before, on or after the effective date of this 2026 Act.

SECTION 9. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

Passed by Senate February 19, 2026

.....
Obadiah Rutledge, Secretary of Senate

.....
Rob Wagner, President of Senate

Passed by House March 2, 2026

.....
Julie Fahey, Speaker of House

Received by Governor:

.....M,....., 2026

Approved:

.....M,....., 2026

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M,....., 2026

.....
Tobias Read, Secretary of State

**REAL ESTATE BOARD
COMMUNICATIONS/DEI REPORT
April 6, 2026**

Communications, Policy, and DEI Director: Mesheal Tracy

Overview

This position is responsible for developing and implementing agency-wide Diversity, Equity, Inclusion, and Belonging (DEIB) initiatives, managing external communications, and leading change management processes. It encompasses media relations, community engagement, policy development, and strategic planning to foster an inclusive culture and effectively communicate the agency's mission and programs to diverse stakeholders. This position directly supports Objective 2 of the Agency's strategic plan: Reduce Barriers to Licensure & Increase Public Engagement through DEI Initiatives.

DEIB Initiatives

We are developing new policies and procedures to ensure compliance with the new federal ADA rule on digital accessibility in time for the April 24, 2026, deadline. This will ensure our digital content, including web pages and PDF documents, is accessible to individuals who use assistive technology.

I attended the Oregon Realtist quarterly gathering on March 26, 2026, as part of our community engagement efforts, connecting with real estate professionals from underrepresented communities.

Communication Strategy

With the legislative session behind us, I have been participating in discussions about the communication needs for the eLicense replacement project. My role will include licensee communications as well as contributing to the written content within the system itself, such as instructions, prompts, and notifications, to support a user-friendly experience.

Policy Update

As part of the comprehensive review of the Agency's internal policies, we have inventoried all existing policies to identify gaps and needed updates. Next steps include prioritizing revisions and establishing a timeline for completion.

I. Continuing Education Provider Petition

Oregon Real Estate Board Review Criteria

When evaluating a petition from an applicant who does not otherwise qualify as a Continuing Education Provider (CEP), Board members should assess the following three criteria:

1. Has the petitioner demonstrated expertise and experience in providing educational courses to real estate licensees?

OR

2. Has the petitioner demonstrated expertise and experience in at least two of the eligible course topics?

Petitioner should demonstrate expertise in at least two of the following topics:

- Principal broker/property manager recordkeeping
- Principal broker supervision responsibilities
- Clients' trust accounts
- Agency relationships and responsibilities
- Misrepresentation
- Property management
- Advertising regulations
- Disclosure requirements
- Consumer protection
- Antitrust issues

- Commercial real estate
- Real estate contracts
- Real estate taxation
- Property evaluation, appraisal, or valuation
- Fair housing laws
- Managing a real estate brokerage
- Business ethics
- Risk management
- Dispute resolution
- Real estate finance
- Real estate title
- Real estate escrows

- Real estate development
- Condominiums
- Subdivisions
- Unit owner/homeowner associations
- Timeshares
- Water rights
- Environmental protection
- Land use planning/zoning
- Real estate economics
- Real estate law and regulation
- Negotiation

AND

3. Does the petitioner know and understand the responsibilities of a CEP?

Petitioner should know and understand a CEP's responsibility to ensure:

- Courses fall within the eligible course topics
- Learning objectives are established that meet minimum requirements
- Topics & length of course are clearly communicated to licensees

- Instructors meet required qualifications and the instructor form is completed
- Certificates of attendance are issued to licensees
- Course and attendance records are maintained for at least 3 years

CEP Qualifications

To apply to be a CEP, an applicant must be one of the following:

- A main or branch office of a registered business name.
- A licensed title or escrow company doing business in Oregon.
- A real estate trade association
- A trade association in a related field
- A multiple listing service
- An attorney or law firm with at least one attorney active with the Oregon State Bar
- A private career school licensed by the Higher Education Coordinating Commission and approved by the Agency to offer pre-license courses
- An accredited community college, an accredited public university, or a private and independent institution of higher education
- A distance learning provider whose courses have been approved by ARELLO
- **A person who does not meet the above requirements, but whose qualifications have been approved by the Real Estate Board**

Petition Process

To request the Oregon Real Estate Board to approve their qualifications, the person must submit a petition to the Board for approval at least 21 days before the scheduled board meeting. The petition must include:

- Petitioner's name, address, and phone number
- Sufficient information to allow the Board to determine whether the petitioner qualifies for certification, including specifics that demonstrate expertise and experience in one or both of the following:
 - Providing educational courses to real estate licensees
 - At least two course topics eligible for continuing education credit under OAR 863-020-0035(4)
- Attestation by the petitioner that the petitioner knows and understands:
 - The responsibilities of a continuing education provider under OAR 863-020-0050
 - The requirements of an instructor under ORS 696.186
 - The information required on a continuing education instructor form under OAR 863-020-0060

Resources

ORS 696.186, OAR 863-020-0035, OAR 863-020-0050 & OAR 863-020-0060

II. Principal Broker Waiver of Experience Requirement

Oregon Real Estate Board Review Criteria

When evaluating a petition from an applicant who does not otherwise meet the active licensed experience requirement for a principal broker license, the Board may issue a waiver if the applicant has one of the following:

- **4-year degree in real estate¹ + 1 year of active licensed experience**
- **2-year degree in real estate² + 2 years of active licensed experience**
- **3 years of unlicensed real estate-related experience³**

Experience Waiver Request

The Experience Waiver Request form should include or be accompanied by:

- **Written explanation of relevant education and experience supporting the waiver request, such as resumes or letters of recommendation**
- **Employer verification of unlicensed real estate-related experience**
- **Official transcripts or completion certificates for any real estate-related education**

Background

Applicants for a principal broker license must generally have three years of active licensed experience as a licensed real estate broker or salesperson in this state or another state. If the applicant has met all the other requirements for a principal broker license (education, exam, and any required background check), the applicant may petition the Oregon Real Estate Board for a waiver of the required experience by submitting an Experience Waiver Request form at least 21 days prior to the scheduled Board meeting.

Resources

ORS 696.425, OAR 863-014-0042

¹ In a curriculum approved by the Real Estate Commissioner

² In a curriculum approved by the Real Estate Commissioner

³ Must provide detailed information about the nature of the experience

**REAL ESTATE BOARD
REGULATION DIVISION REPORT
April 6, 2026**

Regulation Division Manager: Elli Kataura

Compliance Specialist 3 (Senior Case Analyst): Meghan Lewis

Financial Investigators (Investigator-Auditors): Lindsey Nunes, Cidia Nañez, Frank Leonard, Dylan Ray,
Megan Donovan

Administrative Specialist 2 (Case Resolution Coordinator): Amanda Moser

Division Overview

The Agency receives complaints and determines if an investigation is appropriate. Open cases are assigned to investigators to gather facts (from interviews and documents), prepare a detailed written report, and submit for Administrative Review. The Senior Case Analysts conducting the Administrative Review work evaluate whether the evidence supports a violation of Agency statutes or administrative rules. When a case finds sufficient cause to sanction a license, the case is elevated to the Commissioner for review. When the Commissioner supports a sanction, the Senior Case Analysts offer a settlement conference to resolve cases without a contested case hearing. If the respondent requests a hearing, the Investigator works with the Assistant Attorney General in preparing for and presenting the case at hearing.

Personnel

No updates or changes.

Workload and Activity Indicators

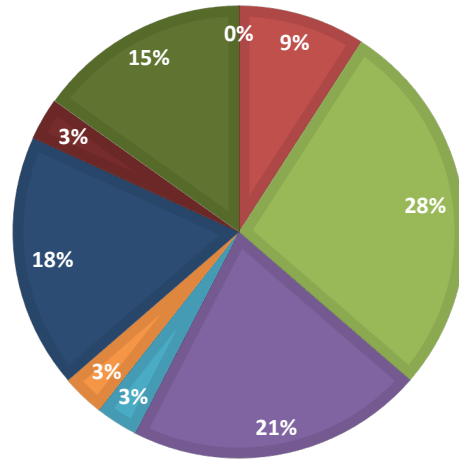
Average # in this status at the time	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>Current 3/25/26</u>
Complaint	31	19	17	40	43
Investigation	21	36	50	10	33
<i>(# of Investigators)</i>	6*	6*	5	5	5
Admin Review	6	6	3	5	2
Settlement Process	5	2	4	10	0

* We had an investigator that was on extended leave for the majority of 2022-2023.

Investigation Resolution 1/1/2026 - 3/26/2026	Total
Limited License	0
Closed No Action	3
ELOA	9
Closed No Violations	7
No Jurisdiction	1
Civil Penalty	1
Reprimand	6
Suspension	1
Revocation	5

INVESTIGATION RESOLUTION 2026 YTD

- Limited License
- Closed No Action
- ELOA
- Closed No Violations
- No Jurisdiction
- Civil Penalty
- Reprimand
- Suspension
- Revocation



**REAL ESTATE BOARD
COMPLIANCE DIVISION REPORT
April 6, 2026**

Compliance Division Manager: Liz Hayes

Compliance Specialist 2: Jen Wetherbee

Compliance Specialist 1: Rick Marsland, Helen Wilson, Katie Nash

Senior Auditor (Escrow): Roger McComas

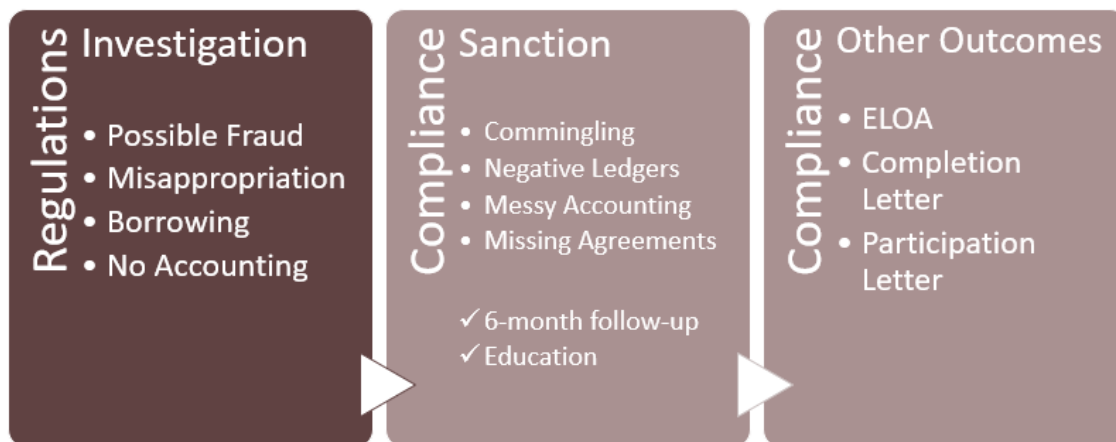
Division Overview

The Compliance Division ensures that licensees meet their fiduciary and administrative responsibilities by reviewing financial and administrative records. This division aims to conduct clients' trust account and compliance reviews and develop other compliance-related programs. This work includes providing technical assistance and sharing knowledge on the interpretation and application of laws and rules administered by the Agency (excluding legal advice) to licensees, the public, and other governmental agencies.

Core Functions:

1. Client Trust Account Reviews

- Review Reconciliation and Accounting Records
- Identify Fraudulent Activity
- Education and Correction
- Closing a Review:



2. Escrow Regulation

- Escrow Audits
- Applications, Annual Reporting and Renewals

3. Education and Prevention

- Property Management and Reconciliation Requirements Course
- LARRC Outline
- Advanced Practices Proficiency Assessment
- Compliance Reviews

Workload and Activity Indicators

As of 03/24/2026	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
ELOA	3	2	2	4	44	79	81	13	55	101	141	172	39
No Violation	351	356	192	172	375	216	87	10	98	94	89	69	15
Investigation	14	5	3	8	10	29	7	2	13	20	23	6	4
Compliance Sanction												7	2
Resolved									72	182	216	216	64
Reviews Closed	368	363	197	184	429	324	175	25	238	397	469	470	124

(# of Staff)	3	4	4	5	6	6	1	1-2	2-4	3-4	3-4	4	4
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As of 03/24/2026	Jan	Feb	Mar
ELOA	12	14	13
No Violation	7	0	8
Investigation	2	2	0
Compliance Sanction	0	1	1
Resolved	19	23	22
Total Closed	40	40	44

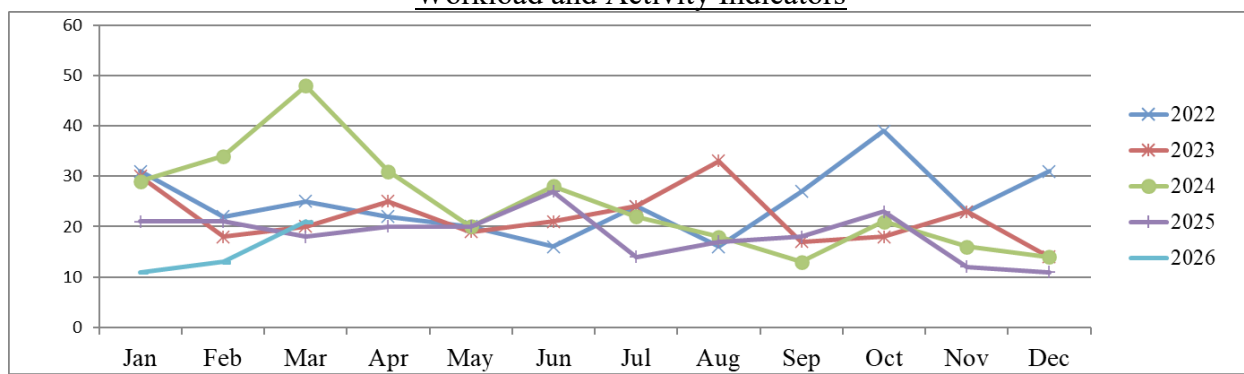
**Report to the Real Estate Board
Land Development Division
April 6th, 2026**

Division Manager: Michael Hanifin

Division Overview:

The Land Development Division reviews and approves filings related to condominiums, timeshares, subdivisions, manufactured home subdivisions, and membership campgrounds. The section reviews and approves the foundational documents creating these types of properties, as well as later amendments to those documents, to verify compliance with statutory requirements. We also issue the Disclosure Statement (sometimes referred to as a Public Report) required for sales of these interests to Oregonians. The Disclosure Statement summarizes key information about the condominium for the consumer, somewhat like the owner’s manual for a car.

Workload and Activity Indicators



The division had 45 filings through end of March 2026. January and February were slower than average for those months, but March returned to statistical average, with 21 filings for the month.

Rulemaking:

None at this time.

Legislation:

The Oregon Legislature’s 2026 session concluded March 6th. The Oregon Real Estate Agency followed several bills throughout the session. Bills of interest that passed and will become law are listed below. Full copies of each bill are attached to the board report.

Senate Bill 1513

Senate Bill 1513 amends HB 3137, passed in 2025. It delays the prohibition on using the terms “real estate” or “realty” in real estate team names until July 1, 2027.

Senate Bill 1521

Cities and counties within the Portland Metropolitan Statistical Area (MSA) may not require developers to include affordable units in multiunit housing projects unless they first calculate the

financial losses the developer is expected to incur from providing those units and then offset those losses. This requirement takes effect for rental housing on January 1, 2028, and for all other housing on January 1, 2029.

Senate Bill 1523

Amends Landlord and Tenant Law (Oregon Revised Statutes chapter 90). Defines "tenant portal" as any app, website, or digital platform used at any stage of the rental process. (Excludes email and text messaging.) Requires landlords to provide an alternative to a tenant portal when an applicant or tenant asks in writing. Prohibits landlords from requiring electronic-only payments. Requires landlords to provide an alternative to a tenant portal, such as key, fob, or code, to access common areas of the premises. Allows landlords to charge tenants for payment processing fees for payments made by credit card or tenant portal. Takes effect on the 91st day following the end of the legislative session.

Senate Bill 1551

Invalidates deed restrictions and planned community governing documents prohibiting the replacement of nonfire-hardened building materials or installation of fire-hardened building materials on residential properties. Limits a homeowners association's ability to enforce regulations that would constrain installation of fire-hardened building materials. Applies to new and existing deed restrictions and planned communities. Takes effect on the 91st day following the end of the legislative session.

House Bill 4082

Expands a temporary program that allows cities and Metro to grow their urban growth boundaries (UGBs). Under the expansion, a city or Metro may now also add land for manufactured dwellings, prefabricated structures, manufactured dwelling parks, or housing intended primarily for older adults that is affordable for households earning up to 120% of area median income. The program ends January 2, 2033. The law takes effect on the 91st day following the end of the legislative session.

House Bill 4120

Allows residential landlords of multifamily housing to convert premises to nonsmoking for existing tenants upon 180 days' written notice. Applies to all rental agreements, regardless of when they were signed. Takes effect January 1, 2027.

House Bill 4123

Strengthens existing protections for tenant confidential information. Landlords are prohibited from disclosing sensitive personal information, including immigration status, Social Security numbers, and medical or disability records, except in limited circumstances such as conducting background or credit checks, complying with a court order, or working with auditors on affordable housing compliance. Tenants whose confidential information is knowingly disclosed in violation of this law may seek statutory damages equal to twice their monthly rent. Takes effect on the 91st day following the end of the legislative session.

**REAL ESTATE BOARD
LICENSING DIVISION REPORT**

April 6, 2026

Licensing Manager: Nenah Darville

Compliance Specialist: Tami Schemmel, Kaely Salem

Administrative Specialist: Elizabeth Hardwick, Cory King, Reagan Van Dorp, Sunny Deanda.

Division Overview

The Licensing Division acts as the first point of contact for the public and licensees. This division manages reception, licensing related services, general public inquiry and complaint intake and processing

Personnel

No Updates

Licensing Update

The most recent data available for division performance is as follows:

Average Call Hold Time for the month of February – 29 Seconds

New complaints filed in the month of February – 33 Complaints

Average Days Processing complaints for month February – 10 Days

Customer Service Overall Rating February – 94%

RBN Renewal

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<u>Eligible to Renew</u>	398	323										
<u>Failed to Renew</u>	17	18										
<u>% Renewed</u>	96%	94%										

Licensing Statistics

Total Licensee Counts by Month:

Individuals (Persons)	Jan-26	Feb-26
Broker – Total	16,411	16,365
Active	14,789	14,686
Inactive	1,622	1,679
Principal Broker - Total	5,951	5,926
Active	5,544	5,526
Inactive	407	400
ALL BROKERS Total	22,362	22,291
Active	20,333	20,212
Inactive	2,029	2,079
Property Manager - Total	1,066	1,073
Active	960	962
Inactive	106	111
MCC Salesperson	5	5
MCC Broker	0	0
TOTAL INDIVIDUALS	23,433	23,369
Active	21,298	21,179
Inactive	2,135	2,190
Facilities (Companies)		
REMO	3	3
Registered Business Name (RBN)	3,705	3,687
Registered Branch Office (RBO)	741	741
Escrow Organization	85	87
Escrow Branch	193	193
Unit Owners Association	809	804
Pre-License Education Provider (PEP)	24	24
Timeshare Sales Agent (TSA)	3	16
Wholesaler (WS)	56	67
CEP	271	273
MCC Operator	25	25
TOTAL FACILITIES	5,915	5,920
TOTAL INDIVIDUALS & FACILITIES	29,348	29,289

New Licenses by Month:

Individuals (Persons)	Jan-26	Feb-26
Broker	125	100
Principal Broker	23	18
TOTAL BROKERS	148	118
Property Manager	15	12
MCC Salesperson	0	0
MCC Broker	0	0
TOTAL INDIVIDUALS	163	130
Facilities (Companies)		
Continuing Education Provider (CEP)	0	2
REMO	0	0
Registered Business Name	49	29
Registered Branch Office	9	9
Escrow Organization	0	2
Escrow Branch	2	0
Unit Owners Association	0	4
Timeshare Sales Agent	3	13
Wholesaler	3	11
Pre-License Ed Provider	0	0
MCC Operator	0	0
TOTAL FACILITIES	66	70
TOTAL INDIVIDUALS & FACILITIES	229	200

Exam Statistics

February 2026

ALL LICENSING EXAMS Total

Broker	310
Principal Broker	53
Property Manager	34
Timeshare Sales Agent	17
Broker Reactivation	5

Pass Rates

<i><u>First Time Pass Rate</u></i> <i><u>Percentage</u></i>	<i><u>2022</u></i>	<i><u>2023</u></i>	<i><u>2024</u></i>	<i><u>2025</u></i>	<i><u>2026</u></i>
Broker State	44	42	44	46	47
Broker National	66	64	62	61	69
Principal Broker State	54	47	51	44	46
Principal Broker National	65	54	71	74	74
Property Manager	65	63	60	57	60

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2026 Data

<u>New Applications</u>													
	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<u>Brokers</u>	191	171											<u>362</u>
<u>Principal Brokers</u>	29	27											<u>56</u>
<u>Property Managers</u>	28	27											<u>55</u>
<u>Total</u>	<u>248</u>	<u>225</u>											<u>473</u>

<u>Renewal Activity</u>														
<u>Brokers</u>		<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<u>On Time</u>	Active	475	471											<u>946</u>
	Inactive	44	28											<u>72</u>
<u>Late</u>	Active	56	50											<u>106</u>
	Inactive	15	11											<u>26</u>
<u>Lapse</u>		138	103											<u>241</u>
<u>Total</u>		<u>728</u>	<u>663</u>											<u>1391</u>

<u>Principal Brokers</u>		<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<u>On Time</u>	Active	204	211											<u>415</u>
	Inactive	7	17											<u>24</u>
<u>Late</u>	Active	11	8											<u>19</u>
	Inactive	6	0											<u>6</u>
<u>Lapse</u>		27	30											<u>57</u>
<u>Total</u>		<u>255</u>	<u>266</u>											<u>521</u>

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2026 Data

Property Managers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	31	28											59
	Inactive	1	2											3
Late	Active	0	0											0
	Inactive	0	1											1
Lapse		6	8											14
Total		38	39											77

Grand Total (Brokers, Principal Brokers, Property Managers)														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Eligible to Renew		1021	968											1989
On Time	Active	710	710											1420
	Inactive	52	47											99
Late	Active	67	58											125
	Inactive	21	12											33
Total Renewed		850	827											1677
Lapse		171	141											312

% On Time		74.6%	78.2%	%	%	%	%	%	%	%	%	%	%	76.4%
% Late		8.6%	7.2%	%	%	%	%	%	%	%	%	%	%	7.9%
% Failed to Renew (Lapsed)		16.7%	14.6%	%	%	%	%	%	%	%	%	%	%	15.7%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2025 Data

New Applications													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Brokers	245	195	221	199	188	211	180	174	171	152	150	160	2246
Principal Brokers	25	25	26	10	12	17	17	23	21	16	29	33	254
Property Managers	27	30	35	24	34	28	22	42	20	23	32	31	348
Total	297	250	282	233	234	256	219	239	212	191	211	224	2848

Renewal Activity														
Brokers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	463	505	558	502	534	532	522	528	534	504	453	465	6100
	Inactive	30	30	29	23	31	28	25	30	32	37	26	42	363
Late	Active	73	50	44	57	54	50	63	61	85	50	36	59	682
	Inactive	6	11	21	7	7	12	9	8	7	10	8	5	111
Lapse		140	150	168	122	167	162	168	146	134	154	145	150	1806
	Total	712	746	820	711	793	784	787	773	792	755	668	721	9062

Principal Brokers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	194	174	199	229	205	236	227	218	222	193	169	213	2479
	Inactive	13	8	9	9	7	10	9	10	10	7	7	9	108
Late	Active	13	9	8	9	7	6	13	11	18	15	12	13	134
	Inactive	2	2	2	3	0	1	2	1	3	3	0	1	20
Lapse		24	23	32	29	26	23	26	27	27	23	32	22	314
	Total	246	216	250	279	245	276	277	267	280	241	220	258	3055

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2025 Data

Property Managers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	44	34	39	30	40	33	37	44	25	33	37	41	437
	Inactive	1	1	1	2	4	1	5	2	1	3	2	4	27
Late	Active	5	1	3	0	1	0	1	0	1	2	2	3	19
	Inactive	0	0	2	0	0	1	0	1	1	0	0	0	5
Lapse		4	6	10	5	9	5	8	9	7	7	6	12	88
Total		54	42	55	37	54	40	51	56	35	45	47	60	576

Grand Total (Brokers, Principal Brokers, Property Managers)														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Eligible to Renew		1012	1004	1125	1027	1092	1100	1115	1096	1107	1041	935	1039	12693
On Time	Active	701	713	796	761	779	801	786	790	781	730	659	719	9016
	Inactive	44	39	39	34	42	39	39	42	43	47	35	55	498
Late	Active	91	60	55	66	62	56	77	72	104	67	50	75	835
	Inactive	8	13	25	10	7	14	11	10	11	13	8	6	136
Total Renewed		844	825	915	871	890	910	913	914	939	857	752	855	10485
Lapse		168	179	210	156	202	190	202	182	168	184	183	184	2208

% On Time		73.6%	74.9%	74.2%	77.4%	75.2%	76.4%	74.0%	75.9%	74.4%	74.6%	74.2%	74.5%	75.0%
% Late		9.8%	7.3%	7.1%	7.4%	6.3%	6.4%	7.9%	7.5%	10.4%	7.7%	6.2%	7.8%	7.6%
% Failed to Renew (Lapsed)		16.6%	17.8%	18.7%	15.2%	18.5%	17.3%	18.1%	16.6%	15.2%	17.7%	19.6%	17.7%	17.4%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

<u>Oregon Real Estate Agency Education & Licensing Division Phone Counts</u>													
(Minutes: seconds)	Jan – 26	Feb – 26	Mar – 26	Apr – 26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov--26	Dec-26	2026 Average
Call Count	1527	1240											1384
Average Wait Time	:38	:29											:34
Maximum Wait Time	0:13:34	0:14:37											0:14:06

<u>Oregon Real Estate Agency Education & Licensing Division Phone Counts</u>													
(Minutes: seconds)	Jan – 25	Feb – 25	Mar – 25	Apr – 25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov--25	Dec-25	2025 Average
Call Count	1471	1181	1348	1273	1114	1275	1539	1255	1348	1353	951	1380	1291
Average Wait Time	:52	:45	:58	:29	:21	:25	:28	:28	:37	:20	:28	:33	:34
Maximum Wait Time	0:13:31	0:11:02	0:13:38	0:24:10	0:09:01	0:17:45	0:10:11	0:34:53	0:12:58	0:06:11	0:12:32	0:15:08	0:15:05

<u>Oregon Real Estate Agency Education & Licensing Division Phone Counts</u>													
(Minutes: seconds)	Jan – 24	Feb – 24	Mar – 24	Apr – 24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov--24	Dec-24	2024 Average
Call Count	1588	1447	1509	1471	1415	1138	1252	1205	1232	1279	897	1213	1304
Average Wait Time	:30	:42	:45	:32	:25	:29	:27	:40	:33	:55	:55	:55	:39
Maximum Wait Time	0:09:48	0:12:50	0:11:01	0:10:00	0:13:36	0:13:28	0:20:09	0:13:37	0:10:11	0:17:29	0:16:03	0:18:31	0:13:54

Oregon Real Estate Agency Education & Licensing Division Phone Counts													
(Minutes: seconds)	Jan – 23	Feb – 23	Mar – 23	Apr – 23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov--23	Dec-23	2023 Average
Call Count	1642	1368	1603	1428	1438	1286	1283	1468	1382	1445	1222	1265	1403
Average Wait Time	:33	:32	:35	:28	:28	:35	:38	:29	:32	:29	:40	:30	:32
Maximum Wait Time	0:11:07	0:11:14	0:10:58	0:09:13	0:10:11	0:16:20	0:09:26	0:11:08	0:11:55	0:11:53	0:10:46	0:10:44	0:11:15

Oregon Real Estate Agency Education & Licensing Division Phone Counts													
(Minutes: seconds)	Jan – 22	Feb – 22	Mar – 22	Apr – 22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov--22	Dec-22	2022 Average
Call Count	1730	1520	1776	1510	1437	1444	1303	1510	1555	1444	1469	1295	1499
Average Wait Time	:33	:23	:45	:33	:35	:36	:42	:58	:50	:36	:29	:43	:39
Maximum Wait Time	0:20:37	0:12:03	0:26:17	0:13:25	0:10:53	0:11:15	0:11:13	0:31:05	0:32:16	0:13:58	0:10:52	0:11:53	0:17:09

Oregon Real Estate Agency Education & Licensing Division Phone Counts

(minutes: seconds)	Jan – 21	Feb – 21	Mar – 21	Apr – 21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov--21	Dec-21	2021 Average
Call Count	1981	1801	1918	1822	1452	1886	1653	1616	1510	1477	1407	1426	1662
Average Wait Time	:51	:36	:29	:29	:24	:18	:26	:15	:19	:17	:22	:36	:27
Maximum Wait Time	0:19:17	0:10:52	0:09:59	0:10:43	0:08:58	0:06:37	0:28:56	0:06:49	0:07:45	0:04:46	0:13:37	0:19:12	0:12:18

(minutes: seconds)	Jan – 20	Feb – 20	Mar – 20	Apr – 20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov--20	Dec-20	2020 Average
Call Count	2117	1834	1830	1474	1468	1775	1875	1678	1749	1646	1593	1785	1735.3
Average Wait Time	:25	:21	:19	:23	:25	:35	:29	:26	:21	:20	:24	:29	:24.75
Maximum Wait Time	0:11:05	0:09:30	0:14:56	0:10:15	0:18:12	0:13:00	0:21:34	0:14:15	0:11:09	0:17:30	0:09:58	0:12:06	0:13:38

Licensing Division

Oregon Real Estate Agency

Division Mission: As the front-line runners at the Agency, our mission is to provide solution-based customer support.

Division Staff: Tami Schemmel, Kaely Salem, Elizabeth Hardwick, Cory King, Reagan Van Dorp, Sunny Deanda and Nenah Darville.

Our team has over 35 years of combined experience working with OREA, reflecting depth of institutional knowledge that supports both our licensees and the Agency's broader mission.

Licensing Division Overview:

The Licensing Division serves as the primary point of contact for both the public and licensees, responding to thousands of inquiries and services requests each year. Our responsibilities include managing all licensing related services including processing applications and renewals, conducting background check reviews, handling complaint intake and jurisdiction reviews, and responding to general inquiries and technical support requests across all license and registration types issued by the Agency, including:

Real Estate Licenses:

- Broker
- Principal Broker
- Property Manager

Other Licenses & Registration:

- Escrow Agent
- Real Estate Marketing Organization
- Timeshare Sales Agent
- Membership Campground Contract Operation
- Wholesale Registration

Education:

- Continuing Education Providers
- Pre-License Providers

Land Development:

- Condominium & Timeshare filings and amendments

Licensing Division

Oregon Real Estate Agency

Beyond our core functions, the Licensing Division provides operations support in the following areas:

- Refund processing and invoicing
- Assisting with collections and accounts receivable
- Mailings
- Supply ordering
- General administrative support to agency staff

Compliance Specialist:

- **Background Reviews**– When an applicant is identified with a criminal history or adverse regulatory action, the compliance specialist conducts an initial evaluation. Cases requiring further in-depth review involve gathering additional information and preparing a detailed background investigation report. The report is forwarded to the Regulation Division to determine whether the matter requires elevation to the Commissioner for final approval or denial.
- **Complaint Reviews**– All incoming complaints are received and processed through the licensing division. The compliance specialist reviews all submitted documentation from both the complainant and the respondent to determine whether the matter falls within agency jurisdiction and involves a potential licensing violation. A summary report and recommendation are provided directly to the Commissioner, who makes the determination to close the case, issue an Educational Letter of Advice (ELOA) or refer to investigation for further review.
- **Renewal Issues** – Compliance specialist reviews the monthly renewal applications report for background disclosures to determine whether the matter has been disclosed within the required timeframe or other potential licensing violations. Based on this review this might result in an Educational Letter of Advice (ELOA) or escalate the matter for further regulatory review.

Administrative Specialist:

- **Division Support** – Administrative Specialist provides essential operational support to both the Licensing Division and the agency, managing front desk operations, mailings, supply ordering, and travel arrangements. Along with supporting Licensing Division functions by assisting with application processing, customer support, and general email inbox management.

Licensing Division

Oregon Real Estate Agency

Licensing Specialist:

- **Customer Support – Phone & Email** – Licensing Specialist serve as the front line of customer support for the agency, handling a high volume of incoming calls and emails covering a wide range of inquires including technical support, general licensing questions, and consumer concerns. Callers often present with varying levels of frustration or unfamiliarity with the licensing process, and they navigate these conversations to provide clarity, guidance and solutions.
- **Application & Filing Processing** – Licensing Specialist process a variety of applications daily across all license and registration types issued by the agency. Applications are reviewed for completeness, eligibility, and elevated for compliance review when concerns are identified.

2025 Licensing Division Highlights:

The following data reflects the Licensing Division’s 2025 administrative service and compliance activities.

Administrative & Customer Service	2025 Service Counts
Manual Application & Filing Processing	935
General Inbox Email Responses	11,500
Phone Calls Answered	15,492
Average Phone Call Hold Time	34 Seconds
Combined Service Total	27,900+

Compliance Activities	2025 Review Counts
Background Checks Reviewed	1635
Background Investigations	89
Review Renewal Issues	179
Complaint Intake and Reviews	516
Total Compliance Actions	2,330

In 2025, the Licensing Division team managed a combined total of over 30,000 administrative and customer service interactions and compliance activities.

Licensing Division

Oregon Real Estate Agency

Division Core Values:

Competence – We ensure that licensee competence remains a priority, supporting the protection of Oregon consumers through application review, background investigations and compliance oversight.

Integrity – We act ethically and uphold high standards of integrity and respect in all aspects of our work, from licensing decisions to public communications.

Customer Service – We are dedicated to delivering responsive, solution-based service to all licensees and members of the public.

REAL ESTATE BOARD
ADMINISTRATIVE SERVICES DIVISION REPORT
April 6, 2026

Business & Human Resources Services Manager: Reba Dunnington

Program Analyst: Rus Putintsev

Accountant: Caty Karayel

Section Overview

The Administrative Services Division serves as the foundation of the Agency's operations by providing comprehensive support in accounting, purchasing and contracting, inventory control, facilities, payroll, human resources, special projects, information technology (IT), and performance management. Our small but mighty team is comprised of 3 individuals who are subject matter experts in their respective fields.

Accounting Update

Caty Karayel is our accountant and works on Daily Revenue Reconciliation, processing Accounts Receivables and Payables, coordinating our Agency Purchase Card Program, maintaining our Statewide Financial Management System and reporting, and she also ensures we are in compliance with all Statewide Policies and GAAP (Generally Accepted Accounting Principles).

The division continues to progress with an ongoing review of internal accounting policies to ensure compliance with the Oregon Accounting Manual. We are currently working to finalize internal Travel and Reimbursement policies and are moving onto review of our Accounts Receivable policy. This project is anticipated to be completed by the end of fiscal year 2026 (June 30, 2026).

Program Analyst update:

Rus Putinsev is the Agency's only Program Analyst. He typically works with our internal customers to resolve eLicense environment issues, he works with external partners on program solutions and creates and maintains all Agency reporting. Rus has been with the Agency for well over 10 years and his knowledge is invaluable; he holds a wealth of industry and Agency historical information that is critical to the development of our new licensing system.

Rus continues to focus the majority of his time supporting for the *eLicense Replacement Project* through project coordination, configuration feedback, and user acceptance testing. As our only program analyst, it is expected that Rus will support this major project through its completion. He is working closely with the project manager Mohanaa, and Deputy Commissioner Anna, to meet project deadlines and timeline requirements.

My background is in Human Resources and Management. I've work for the State of Oregon for about 8 years at multiple different Agencies ranging from very large to very small. I most recently transferred from DAS CHRO about a year and a half ago as a Client Agency HR Manager where I worked with and was introduced to the Real Estate Agency. I focus my time ensuring compliance with State and Federal employment Laws and Statewide HR policies and procedures including performance management and labor relations. Additionally, I designate protected leaves, conduct classification reviews and employment investigations. I also oversee our IT inventory and communications with our external IT partners at DASIT.

Personnel

Our staffing levels at the Oregon Real Estate Agency have remained steady with no turnover or vacancies since our reductions last spring.

Upcoming, in July of 2027, the state will be updating the cadence in which employees are paid. We are transitioning from a monthly pay model to biweekly paychecks. This will be a large change for our staff; in preparation the enterprise Chief Human Resources Office is creating resources and planning communication and testing around this transition to help employees adjust. We will start to see some of that communication from the CHRO soon.

Required Training

The 2026 required trainings are now fully assigned, this year in addition to *Preventing Discrimination and Harassment*, and the *Annual Information Security Training*, DAS has added another required training course on *Immigration* for all state workers, boards and commissions are exempt from the *Immigration* training requirement. Currently, the Agency is around 35% complete for our total annual training compliance. The expectation is that all Agency employees and board members complete the annual required training assigned in Workday by December 31, 2026. Please don't wait until the last minute to log into Workday to take these courses, access issues can be cumbersome to work through, so we are encouraging employees and board members to complete these courses sooner rather than later.

Board members are considered public officials and are required to adhere to Oregon ethics laws. At our next Board Meeting we will hold a virtual Government Ethics Law Training, presented by the Ethics Commission, I've included a handout about Government Ethics in the board packet.

Board Member Announcements

Heidi, Welcome to the board and Real Estate Agency. Let's connect later today to complete your 1-9 and any other employment paperwork.

In April, all Board Members should expect to receive an email from me that includes information about board member compensation and the 2025 tax year Self-Attestation Form. If you are receiving compensation for your time working with the board, you must complete the form. If you are familiar with this process feel free to fill out the form and send it to me electronically, I've included the form in the board packet. You can also wait to respond to the email I send in April, please be on the lookout and respond timely.

As of February 2026, projected revenue for the 2025-2027 biennium is **\$10.1 million**. Projected expenses are **\$14.1 million** and **13.5%** under the expenditure limitation granted in the Legislative Budget of **\$16.3 million**. **Two million** in expenditure limitation is reserved for payment of the eLicense replacement system in the 2025-2027 biennium. The anticipated ending cash balance is **\$2.1 million** and represents approximately 4 months of operating expenses.

Real Estate Agency - AY27

2025-2027 Budget - Biennium to Date Through June 30th 2027

Budget Codes		25-2027 LAB	Expected Total Expenditures for Biennium (current)	Expected Remaining Limitation at end of Biennium	Percentage
	Total Personal Services	9,786,680	9,512,520	274,160	2.80%
4100 & 4125	In-State Travel & Out-of-State Travel	63,650	30,350	33,300	52.32%
4150	Employee Training	41,895	31,131	10,764	25.69%
4175	Office Expenses	61,467	33,580	27,887	45.37%
4200	Telecom/Tech Services & Support	73,181	79,171	(5,990)	-8.19%
4225	State Government Services	867,289	1,016,297	(149,008)	-17.18%
4250	Data Processing	123,774	28,190	95,584	77.22%
4275	Publicity & Publications	17,301	512	16,789	97.04%
4300 & 4315	Professional Services & IT Professional Services	309,421	503,027	(193,606)	-62.57%
4325	Attorney General Legal Fees	495,602	279,950	215,652	43.51%
4375	Employee Recruitment	8,774	0	8,774	100.00%
4400	Dues & Subscriptions	10,843	7,522	3,321	30.63%
4425	Facilities Rent & Taxes	288,334	170,959	117,375	40.71%
4475	Facilities Maintenance	5,117	2,500	2,617	51.14%
4575	Agency Program Related S&S	1,864,786	983,314	881,472	47.27%
4650	Other Services & Supplies	5,524	187,065	(181,541)	-3286.40%
4700	Expendable Property \$250-\$5000	33,008	40,784	(7,776)	-23.56%
4715	IT Expendable Property	115,931	57,630	58,301	50.29%
	Total Services & Supplies	4,385,897	3,451,981	933,916	21.29%
5550	Data Processing Software	2,084,000	2,084,000	0	0.00%
	Total Capital Outlay	2,084,000	2,084,000	0	0.00%
	Totals	16,256,577	15,048,501	1,208,076	7.43%

Per Diem Stipend Qualification Form
For Tax Filing Year

Member Name (First and Last): _____
(Print)

Address, City, State, ZIP: _____
(Print)

Compensation:

A board or commission member who is not employed full-time in public service may receive a stipend under ORS 292.495 (1) for each day or portion of a day during which the member is actually engaged in the performance of official duties. The amount may exceed, but not be less than, the amount of payment that would otherwise be provided under ORS 292.495 (5).

If you are currently serving on a state board or commission other than this one and receiving compensation, under the Constitution of Oregon, Article II Suffrage and Elections, Section 10, you are not allowed to receive compensation from more than one board or commission.

Are you currently serving on a state board or commission(s) other than this one: ___yes* ___no

*If yes, please list name(s): _____

*If yes and you are accepting the per diem stipend from another state board or commission, list name of that entity: _____

Please indicate your compensation status and selection:

- Qualified member:** A member who is not in full-time public service and has an adjusted gross income in the previous tax year: (A) of less than \$50,000, as reported on an income tax return other than a joint income tax return; (B) of less than \$100,000, as reported on a joint income tax return, or (C) have other existing statutory authority for compensation by the board or commission.
- Non-Qualified member:** A member who is not in full-time public service and has an adjusted gross income in the previous tax year: (A) of more than \$50,000, as reported on an income tax return other than a joint income tax return; or (B) of more than \$100,000, as reported on a joint income tax return.
- Decline Compensation:** I decline the compensation offered regardless of my status as a qualified or non-qualified member as allowed under ORS 292.495 (6).

I understand this compensation is taxable income and will be reported to me annually on a W-2 or 1099 statement.

By signing this form, I hereby affirm that all information provided by me on this form is true to the best of my knowledge.

Signature: _____ Date: _____

Please see side 2 for references to the Constitution of Oregon and Oregon Revised Statutes.

Oregon Constitution:

As stated in the 2019 edition of the Constitution of Oregon, Article II Suffrage and Elections, Section 10 Lucrative offices; holding other offices forbidden

Section 10. Lucrative offices; holding other offices forbidden. No person holding a lucrative office, or appointment under the United States, or under this State, shall be eligible to a seat in the Legislative Assembly; nor shall any person hold more than one lucrative office at the same time, except as in this Constitution [sic] expressly permitted; Provided, that Officers in the Militia, to which there is attached no annual salary, and the Office of Post Master, where the compensation does not exceed One Hundred Dollars per annum, shall not be deemed lucrative.

Oregon Revised Statutes:

292.495 Compensation and expenses of members of state boards and commissions. *(Changes made by HB2992 (2021) underscored.)*

(1) Subject to the availability of funds therefor in the budget of the state board or commission, and except as otherwise provided by law, any member of a state board or commission, other than a member who is employed in full-time public service, who is authorized by law to receive compensation for time spent in performance of official duties, shall receive a payment, in the amount specified in subsection (5) of this section, for each day or portion thereof during which the member is actually engaged in the performance of official duties.

(2) Except as otherwise provided by law, all members of state boards and commissions, including those employed in full-time public service, may receive actual and necessary travel or other expenses actually incurred in the performance of their official duties within the limits provided by law or by the Oregon Department of Administrative Services under ORS 292.210 to 292.250.

(3) As used in subsections (2) and (4) of this section, "other expenses" includes expenses incurred by a member of a state board or commission in employing a substitute to perform duties, including personal, normally performed by the member which the member is unable to perform because of the performance of official duties and which by the nature of such duties cannot be delayed without risk to health or safety. No member shall be reimbursed for expenses incurred in employing a substitute in excess of \$25 per day.

(4)(a) As used in this subsection, "qualified member" means a member who is not in full-time public service and who had an adjusted gross income in the previous tax year:

(A) Of less than \$50,000, as reported on an income tax return other than a joint income tax return; or

(B) Of less than \$100,000, as reported on a joint income tax return.

(b) Except as provided in subsection (6) or this section, and notwithstanding any other provision of law, a state board or commission shall provide to a qualified member of the state board or commission, at a minimum:

(A) Compensation, in the amount specified in subsection (5) of this section, for each day or portion thereof during which the member is engaged in the performance of official duties; and

(B) Reimbursement of actual and necessary travel or other expenses actually incurred on the performance of a member's official duties within the limits provided by law or by the Oregon Department of Administrative Services under ORS 292.210 to 292.250.

(5) The compensation to be provided under subsections (1) and (4)(b)(A) of this section is equal to the per diem paid to members of the Legislative Assembly under ORS 171.072.

(6) A member of a state board or commission may decline to accept compensation or reimbursement of expenses related to the member's service on the state board or commission.