

YOU HAVE THE RIGHT NOT BE DISCRIMINATED AGAINST BASED ON YOUR RECEIPT OF RENTAL ASSISTANCE

Oregon law prohibits discrimination in rental housing on the basis of protected class status, including race, religion, national origin, sex, marital or familial status, and source of income. Before July 1, 2014, landlords could discriminate against people receiving federal rent assistance, including the Section 8 Housing Choice Voucher program. Now, Oregon's fair housing law makes it illegal for landlords to refuse to rent to you because of where your money comes from, even if you receive federal assistance, such as a Section 8 voucher.

1. What types of rental assistance are protected under this law?

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

2. Can a landlord still screen me like any other applicant?

Yes. You will still need to fill out an application and be screened by the landlord like any other applicant. This means that the landlord can consider your past conduct as a tenant. The landlord can also consider your ability to pay the rent, but the landlord must consider the amount of your rental assistance when determining if you can pay the rent. Tenant advocates believe that this means a landlord's analysis of your ability to pay must be made by comparing your total income to the portion of the rent not covered by your ongoing rental assistance. For example, if you pay 30% of your income towards the rent and the rest of the rent is paid with your rental assistance, you would qualify under a rental criterion that requires your income to be three times the rent since you pay 1/3 of your income toward your share of the rent. If you have short term rent assistance a landlord may be able to consider your ability to pay the total rent when your short term rent assistance ends depending on how long your rent assistance will last.

3. How will I know if I have been discriminated against?

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

4. What are my rights if I believe I have been discriminated against?

If you have a question about the new law, or if you believe you have been discriminated against, you may contact Legal Aid Services of Oregon at (503) 224-4086 or (888) 610-8764. You may have a legal claim against the landlord for a violation of Oregon's fair housing law. If you wish to pursue a legal claim, you may assert your legal claim in one of two ways. The first way is to file an administrative

complaint with the State of Oregon Bureau of Labor and Industries (BOLI). BOLI is the state agency that investigates and enforces fair housing law. You can contact BOLI at (971) 673-0764. You must file your complaint with BOLI within one year of the discriminatory act. The second way is to file a lawsuit. A lawsuit must be filed within two years of the discriminatory act. You do not need to file a complaint with BOLI before you file a lawsuit.

SECTION 8 VOUCHERS

If you have a Section 8 voucher there are some additional parts of the law that apply to you. The section below only applies to people who have a Section 8 Voucher.

MOVING IN

1. What if the landlord says I don't make enough money to qualify to rent?

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

2. What if the landlord says that the Housing Authority inspection process takes too long?

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

3. What if the property does not pass the initial Housing Authority's inspection?

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

MOVING OUT

1. What if my Section 8 landlord claims that I damaged the property after I move out?

The new law created a program to reimburse landlords in the event of any unpaid judgments against a Section 8 Voucher holder for unpaid rent or damage beyond reasonable wear and tear. This program is

called the Housing Choice Landlord Guarantee Program and is administered by Oregon's Housing and Community Services Department (OHCS).

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

2. How does the Housing Choice Landlord Guarantee Program work?

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

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

3. Will I have to pay back the money that the Guarantee Program reimburses my landlord?

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

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

4. What if I don't think I owe OHCS any money or I miss a payment under my repayment agreement with OHCS?

You have the right to contest whether you owe money to OHCS through the Guarantee Program. You also have the right to contest whether you did not respond to OHCS's efforts to seek reimbursement or you failed to make a payment under the repayment plan. If OHCS believes that you have violated your obligations, OHCS will mail you a Notice of Noncompliance by registered or certified mail to your last

known address and the address where you were served with the landlord's court papers, if that address is different. This Notice of Noncompliance will outline the amount that you owe and explain your right to a hearing to contest the amount OHCS claims you owe them.

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

5. What will OHCS do to collect the total amount I owe if I do not respond or do not make a payment under a payment agreement and do not ask for a hearing?

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

6. Could I lose my Section 8 voucher if my landlord is reimbursed through the Guarantee Program?

Maybe. Housing Authorities have the right to get information from OHCS about whether you have made payments under the terms of your repayment agreement or not. Failure to make a payment to OHCS is not grounds for the Housing Authority to propose termination of your Section 8 Voucher. However, in some cases, damage that a tenant causes to the rental unit is grounds for the Housing Authority to propose termination of your Section 8 voucher. Also, committing a serious or repeated violation of your lease (which may include damage beyond reasonable wear and tear) is grounds for the Housing Authority to propose termination of your Section 8 Voucher. A judgment against you for money owed to your landlord for damage or other failures to comply with the terms of the rental agreement may be used by the Housing Authority to support the proposed termination. If the Housing Authority is proposing to terminate your Section 8 Voucher, call Legal Aid Services of Oregon at (503) 224-4086 or (888) 610-8764 for further advice. You may also go to www.oregonlawhelp.org for additional information about your rights.

7. I got served with court papers from my landlord. What should I do?

If you are served with a Summons advising you that your landlord has sued you, it is very important to file an Answer with the court. If you are being sued in Small Claims Court, you have 14 days to file your Answer from the date you were served with the Summons. If you are being sued in Circuit Court, you have 30 days to file your Answer from the date that you were served with the Summons. If you fail to file an Answer within these timelines, the Court will likely enter a Judgment against you for the amount that the landlord asked for. If you have been served with a Summons, you should contact Legal Aid Services of Oregon at (503) 224-4086 or (888) 610-8764 to discuss your possible defenses.

