

Dear [REDACTED],

We have run the Lincoln Hotel for 31 years and Matthew has been our manager for 20 of those. As you are probably aware Matthew is wanting to retire and we ourselves wish to 'slow down'. We have been negotiating with the building owners to get them to continue running the business but they are not interested as they have plans for the structure that do not involve apartment rentals. The net result of all this is that the Lincoln Hotel will be closing down and that will unfortunately necessitate your finding new accommodations.

We are providing legal notice as required by State law stating that your tenancy will end. The timing of this notification is regrettable coming as it is during the holidays and had we the choice it would have come sooner or later than this but the agreement reached with the building owners required that we give you notice now.

You are eligible to receive a relocation allowance from us in the amount of \$2900 if you occupy a single room or \$3300 if you have double rooms; this will help you in getting a new place. In addition to this assistance we will attempt to provide you with information about available units, but do not delay your search as reasonable-rent units are not easy to find.

You are welcome to take with you any personal property in your unit including the microwave and refrigerator.

We have very much appreciated your tenancy at the Lincoln and are sorry for the emotional distress our action is likely to cause you.

Best regards,

Bob Hare



MULTIFAMILY NW
The Association Promoting Quality Rental Housing

90-DAY END OF TENANCY NOTICE
MONTH-TO-MONTH OR NON-RENEWAL OF LEASE



DATE Dec. 20, 2018 PROPERTY NAME / NUMBER Lincoln Hotel
RESIDENT NAME(S) [REDACTED]
UNIT NUMBER [REDACTED] STREET ADDRESS 1019 SW Morrison also all other Occupants or persons unknown claiming any right or interest in the Premises.
CITY Portland STATE OR ZIP 97205

Pursuant to Oregon landlord/tenant law and local ordinances, **THIS IS YOUR 90-DAY NOTICE OF THE OWNER/AGENT'S INTENT TO TERMINATE YOUR TENANCY.**

- This notice has been served personally and is effective at least 91 days later at 11:59 p.m. on _____ DATE
- or
- If written rental agreement allows, this notice has been served by posting on the main entrance door of the dwelling unit and mailed first class mail. It is effective at least 91 days later at 11:59 p.m. on March 31, 2019 DATE
- or
- This notice has been served by first class mail only and the effective date is extended by four days including the date mailed. It is effective at least 94 days later at 11:59 p.m. on _____ DATE
- Section 8 Housing Choice Voucher: Notice served by one of the methods listed above and copy mailed to Public Housing Agency the same day.

OPTIONAL: Owner/Agent may, but is not required to, include an explanation of the reason(s) for the termination. If an explanation is included, this notice is still given without stated cause. Resident does not have a right to cure the reason(s) for the termination and Owner/Agent need not prove the reason(s) for the termination in a court action.

Reason(s) for termination: _____

City of Portland: If the dwelling unit is located within the City of Portland, attach form M170 (Notice of City of Portland Renter Additional Protections).

FINAL MONTH ACCOUNTING - ESTIMATED

Continue to timely pay rent and all other charges through your termination date. The estimated final month pro-rate follows.

Final Month Pro-Rate:

First day of final month thru March 31, 2019 TERMINATION DATE

Final month pro-rated rent \$254.88
Other _____ \$ _____
Other _____ \$ _____
Other _____ \$ _____
Total \$254.88

If Resident, without legal justification, fails to vacate on the date set forth above, Owner/Agent may recover any actual damages resulting from Resident holding over. These damages may include, but are not limited to: (i) the value of any rent accruing from the expiration or termination of the Rental Agreement until Owner/Agent knows or should know that Resident has relinquished possession of the unit; (ii) loss of rent due to delays in delivering possession to a new resident; (iii) any amounts owed to a new resident because of any delays in Owner/Agent's ability to provide possession; (iv) the costs of Owner/Agent's employee time dealing with the delayed delivery of possession; and (v) costs imposed by contractors and other vendors rescheduling their work.

OWNER/AGENT [Signature]
ADDRESS 1019 SW Morrison, Portland, OR 97205
TELEPHONE 503-242-0153
EMAIL _____

Mgr. Matthew Brown
503-242-0153



MULTIFAMILY NW
The Association Promoting Quality Rental Housing

CITY OF PORTLAND, OREGON
**NOTICE OF CITY OF PORTLAND
RENTER ADDITIONAL PROTECTIONS**



The following information is provided along with any Termination Notice, Increase Notice or Relocation Payment, as required by Portland City Code 30.01.085.

Termination Notice without a Cause

A Landlord may terminate a Rental Agreement without a cause specified in the Oregon Residential Landlord Tenant Act (the "Act") only by delivering a written notice of termination (the "Termination Notice") to the Tenant of (a) not less than 90 days before the termination date designated in that notice as calculated under the Act; or (b) the time period designated in the Rental Agreement, whichever is longer. Not less than 45 days prior to the termination date provided in the Termination Notice, a Landlord shall pay to the Tenant, as relocation assistance, a payment ("Relocation Assistance") in the amount that follows: \$2,900 for a studio or single room occupancy ("SRO") Dwelling Unit, \$3,300 for a one-bedroom Dwelling Unit, \$4,200 for a two-bedroom Dwelling Unit and \$4,500 for a three-bedroom or larger Dwelling Unit.

For purposes of this Subsection, a Landlord that declines to renew or replace an expiring Rental Agreement is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant. In the event that a Landlord is selling a Dwelling Unit to a buyer that is required to take occupancy of the Dwelling Unit within 60-days of closing as condition of the buyer's federal mortgage financing, then the notice period for the Termination Notice will be adjusted to accommodate the federal 60-day occupancy requirement so long as the Landlord pays the Tenant the required amount of Relocation Assistance prior to the termination date.

Rent Increase Notice (5% or more)

A Landlord may not increase a Tenant's Rent or Associated Housing Costs by 5 percent or more over a rolling 12-month period unless the Landlord gives notice in writing (the "Increase Notice") to each affected Tenant: (a) at least 90 days prior to the effective date of the Rent increase; or (b) the time period designated in the Rental Agreement, whichever is longer. The Increase Notice must specify the amount of the increase, the amount of the new Rent or Associated Housing Costs and the date, as calculated under the Act, when the increase becomes effective. If, within 45 calendar days after a Tenant receives an Increase Notice indicating a Rent increase of 10 percent or more within a rolling 12-month period and a Tenant provides written notice to the Landlord of the Tenant's request for Relocation Assistance (the "Tenant's Notice"), then, within 31 calendar days of receiving the Tenant's Notice, the Landlord shall pay to the Tenant Relocation Assistance in the amount that follows: \$2,900 for a studio or SRO Dwelling Unit, \$3,300 for a one-bedroom Dwelling Unit, \$4,200 for a two-bedroom Dwelling Unit and \$4,500 for a three-bedroom or larger dwelling unit. After the Tenant receives the Relocation Assistance from the Landlord, the Tenant shall have 6 months from the effective date of the Rent Increase (the "Relocation Period") to either: (i) pay back the Relocation Assistance and remain in the Dwelling Unit and, subject to the Act, shall be obligated to pay the increased Rent in accordance with the Increase Notice for the duration of the Tenant's occupancy of the Dwelling Unit; or (ii) provide the Landlord with a notice to terminate the Rental Agreement in accordance with the Act (the "Termination Notice"). In the event that the Tenant has not repaid the Relocation Assistance to the Landlord or provided the Landlord with the Termination Notice on or before the expiration of the Relocation Period, the Tenant shall be in violation of this Subsection. For purposes of this Subsection, a Landlord that conditions the renewal or replacement of an expiring Rental Agreement on the Tenant's agreement to pay a Rent increase of 10 percent or more within a rolling 12 month period is subject to the provisions of this Subsection. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring Rental Agreement on substantially the same terms except for the amount of Rent or Associated Housing Costs terminates the Rental Agreement and is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant. For purposes of this Subsection, a Tenant may only receive and retain Relocation Assistance once per tenancy per Dwelling Unit.

Exemptions from Ordinance

After a Landlord completes and submits the required exemption reporting forms to the Portland Housing Bureau, the provisions of Section 30.01.085 that pertain to Relocation Assistance do not apply to the following:

1. Rental Agreements for week-to-week tenancies;
2. Tenants that occupy the same Dwelling Unit as the Landlord;
3. Tenants that occupy one Dwelling Unit in a Duplex where the Landlord's principal residence is the second Dwelling Unit in the same Duplex;
4. Tenants that occupy an Accessory Dwelling Unit that is subject to the Act in the City of Portland so long as the owner of the Accessory Dwelling Unit lives on the site;
5. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years;
6. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence due to active duty military service;
7. A Dwelling Unit where the Landlord is terminating the Rental Agreement in order for an immediate family member to occupy the Dwelling Unit;
8. A Dwelling Unit regulated as affordable housing by a federal, state or local government for a period of at least 60 years;
9. A Dwelling Unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
10. A Dwelling Unit rendered uninhabitable not due to the action or inaction of a Landlord or Tenant;
11. A Dwelling Unit rented for less than 6 months with appropriate verification of the submission of a demolition permit prior to the Tenant renting the Dwelling Unit;
12. A Dwelling Unit where the Landlord has provided a fixed term tenancy and notified the Tenant prior to occupancy, of the Landlord's intent to sell or permanently convert the Dwelling Unit to a use other than as a Dwelling Unit subject to the Act.

Remedies

A Landlord that fails to comply with any of the requirements set forth in Section 30.01.085 shall be liable to the Tenant for an amount up to 3 times the monthly Rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs (collectively, "Damages"). Any Tenant claiming to be aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.