

REFERENCE TITLE: rental properties; prohibited penalties

State of Arizona
House of Representatives
Fifty-second Legislature
Second Regular Session
2016

HB 2612

Introduced by
Representatives Plumlee, Cardenas: Bolding, Clark, Espinoza, Fernandez,
Friese, Kopec, Larkin, McCune Davis

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-500.38; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-269.15; AMENDING SECTIONS 33-1260.01 AND 33-1806.01, ARIZONA REVISED STATUTES; RELATING TO REGULATION OF RENTAL PROPERTIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, chapter 4, article 8, Arizona Revised Statutes, is
3 amended by adding section 9-500.38, to read:

4 9-500.38. Prohibition on penalizing tenants or landlords based
5 on contact with law enforcement or other emergency
6 services, incidents of violence or criminal
7 activity; state preemption; definitions

8 A. A CITY OR TOWN MAY NOT ADOPT OR ENFORCE ANY ORDINANCE THAT
9 PENALIZES TENANTS OR LANDLORDS BASED ON ANY OF THE FOLLOWING:

10 1. COMMUNICATION BY A TENANT, LANDLORD, GUEST, NEIGHBOR OR OTHER
11 INDIVIDUAL TO LAW ENFORCEMENT OR OTHER EMERGENCY SERVICES, IF ANY OF THE
12 FOLLOWING APPLIES:

13 (a) THE COMMUNICATION IS MADE WITH THE INTENT TO PREVENT OR RESPOND TO
14 DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

15 (b) INTERVENTION OR EMERGENCY ASSISTANCE IS NEEDED TO PREVENT OR
16 RESPOND TO DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

17 (c) THE COMMUNICATION IS MADE BY, OR ON BEHALF OF, OR OTHERWISE
18 CONCERNS AN INDIVIDUAL WITH A DISABILITY AND THE PURPOSE OF THE CONTACT WAS
19 RELATED TO THAT INDIVIDUAL'S DISABILITY.

20 2. ANY INCIDENT OF ACTUAL OR THREATENED DOMESTIC VIOLENCE OR SEXUAL
21 VIOLENCE AGAINST A TENANT, HOUSEHOLD MEMBER OR GUEST THAT OCCURS IN THE
22 DWELLING UNIT OR ON THE PREMISES.

23 3. CRIMINAL ACTIVITY OR A LOCAL ORDINANCE VIOLATION THAT OCCURS IN THE
24 DWELLING UNIT OR ON THE PREMISES AND THAT DIRECTLY RELATES TO DOMESTIC
25 VIOLENCE ENGAGED IN BY A TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER PARTY AND
26 AGAINST A TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER PARTY.

27 B. THIS SECTION DOES NOT:

28 1. PROHIBIT A CITY OR TOWN FROM ADOPTING OR ENFORCING ORDINANCES TO
29 IMPOSE PENALTIES ON THE BASIS OF THE UNDERLYING CRIMINAL ACTIVITY OR A LOCAL
30 ORDINANCE VIOLATION THAT IS NOT COVERED BY SUBSECTION A OF THIS SECTION AND
31 TO THE EXTENT ALLOWED BY STATE AND FEDERAL LAW.

32 2. LIMIT OR PROHIBIT THE EVICTION OF OR IMPOSITION OF PENALTIES
33 AGAINST THE PERPETRATOR OF THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE OR OTHER
34 CRIMINAL ACTIVITY.

35 C. THE PROTECTION OF VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL VIOLENCE
36 IS A MATTER OF STATEWIDE CONCERN. THIS SECTION PREEMPTS ALL LOCAL LAWS,
37 ORDINANCES AND CHARTER PROVISIONS TO THE CONTRARY.

38 D. FOR THE PURPOSES OF THIS SECTION:

39 1. "DISABILITY" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1491.

40 2. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION
41 13-3601.

42 3. "DWELLING UNIT" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.

43 4. "LANDLORD" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.

44 5. "PENALIZES" INCLUDES THE FOLLOWING:

45 (a) THE ASSESSMENT OF FEES OR FINES.

1 (b) THE REVOCATION, SUSPENSION OR NONRENEWAL OF ANY LICENSE OR PERMIT
2 REQUIRED FOR THE RENTAL OR OCCUPANCY OF ANY DWELLING UNIT.

3 (c) THE TERMINATION OR DENIAL OF A SUBSIDIZED HOUSING CONTRACT OR
4 HOUSING SUBSIDY.

5 (d) THE TERMINATION OR NONRENEWAL OF A RESIDENTIAL LEASE AGREEMENT.

6 6. "SEXUAL VIOLENCE" MEANS A VIOLATION OF SECTION 13-1404, 13-1405,
7 13-1406, 13-1410 OR 13-2923.

8 7. "TENANT" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.

9 Sec. 2. Title 11, chapter 2, article 4, Arizona Revised Statutes, is
10 amended by adding section 11-269.15, to read:

11 11-269.15. Prohibition on penalizing tenants or landlords based
12 on contact with law enforcement or other emergency
13 services, incidents of violence or criminal
14 activity; state preemption; definitions

15 A. THE BOARD OF SUPERVISORS MAY NOT ADOPT OR ENFORCE ANY ORDINANCE OR
16 RESOLUTION THAT PENALIZES TENANTS OR LANDLORDS BASED ON ANY OF THE FOLLOWING:

17 1. COMMUNICATION BY A TENANT, LANDLORD, GUEST, NEIGHBOR OR OTHER
18 INDIVIDUAL TO LAW ENFORCEMENT OR OTHER EMERGENCY SERVICES, IF ANY OF THE
19 FOLLOWING APPLIES:

20 (a) THE COMMUNICATION IS MADE WITH THE INTENT TO PREVENT OR RESPOND TO
21 DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

22 (b) INTERVENTION OR EMERGENCY ASSISTANCE IS NEEDED TO PREVENT OR
23 RESPOND TO DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

24 (c) THE COMMUNICATION IS MADE BY, OR ON BEHALF OF, OR OTHERWISE
25 CONCERNS AN INDIVIDUAL WITH A DISABILITY AND THE PURPOSE OF THE CONTACT WAS
26 RELATED TO THAT INDIVIDUAL'S DISABILITY.

27 2. ANY INCIDENT OF ACTUAL OR THREATENED DOMESTIC VIOLENCE OR SEXUAL
28 VIOLENCE AGAINST A TENANT, HOUSEHOLD MEMBER OR GUEST THAT OCCURS IN THE
29 DWELLING UNIT OR ON THE PREMISES.

30 3. CRIMINAL ACTIVITY OR A LOCAL ORDINANCE OR RESOLUTION VIOLATION THAT
31 OCCURS IN THE DWELLING UNIT OR ON THE PREMISES AND THAT DIRECTLY RELATES TO
32 DOMESTIC VIOLENCE ENGAGED IN BY A TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER
33 PARTY AND AGAINST A TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER PARTY.

34 B. THIS SECTION DOES NOT:

35 1. PROHIBIT THE BOARD OF SUPERVISORS FROM ADOPTING OR ENFORCING
36 ORDINANCES OR RESOLUTIONS TO IMPOSE PENALTIES ON THE BASIS OF THE UNDERLYING
37 CRIMINAL ACTIVITY OR A LOCAL ORDINANCE OR RESOLUTION VIOLATION THAT IS NOT
38 COVERED BY SUBSECTION A OF THIS SECTION AND TO THE EXTENT ALLOWED BY STATE
39 AND FEDERAL LAW.

40 2. LIMIT OR PROHIBIT THE EVICTION OF OR IMPOSITION OF PENALTIES
41 AGAINST THE PERPETRATOR OF THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE OR OTHER
42 CRIMINAL ACTIVITY.

43 C. THE PROTECTION OF VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL VIOLENCE
44 IS A MATTER OF STATEWIDE CONCERN. THIS SECTION PREEMPTS ALL LOCAL LAWS,
45 ORDINANCES AND RESOLUTIONS TO THE CONTRARY.

- 1 D. FOR THE PURPOSES OF THIS SECTION:
2 1. "DISABILITY" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1491.
3 2. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION
4 13-3601.
5 3. "DWELLING UNIT" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.
6 4. "LANDLORD" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.
7 5. "PENALIZES" INCLUDES THE FOLLOWING:
8 (a) THE ASSESSMENT OF FEES OR FINES.
9 (b) THE REVOCATION, SUSPENSION OR NONRENEWAL OF ANY LICENSE OR PERMIT
10 REQUIRED FOR THE RENTAL OR OCCUPANCY OF ANY DWELLING UNIT.
11 (c) THE TERMINATION OR DENIAL OF A SUBSIDIZED HOUSING CONTRACT OR
12 HOUSING SUBSIDY.
13 (d) THE TERMINATION OR NONRENEWAL OF A RESIDENTIAL LEASE AGREEMENT.
14 6. "SEXUAL VIOLENCE" MEANS A VIOLATION OF SECTION 13-1404, 13-1405,
15 13-1406, 13-1410 OR 13-2923.
16 7. "TENANT" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.

17 Sec. 3. Section 33-1260.01, Arizona Revised Statutes, is amended to
18 read:

19 33-1260.01. Rental property; unit owner and agent information;
20 fee; disclosure; prohibitions; definitions

21 A. A unit owner may use the unit owner's unit as a rental property
22 unless prohibited in the declaration and shall use it in accordance with the
23 declaration's rental time period restrictions.

24 B. A unit owner may designate in writing a third party to act as the
25 unit owner's agent with respect to all association matters relating to the
26 rental unit, except for voting in association elections and serving on the
27 board of directors. The unit owner shall sign the written designation and
28 shall provide a copy of the written designation to the association. On
29 delivery of the written designation, the association is authorized to conduct
30 all association business relating to the unit owner's rental unit through the
31 designated agent. Any notice given by the association to a unit owner's
32 designated agent on any matter relating to the unit owner's rental unit
33 constitutes notice to the unit owner.

34 C. Notwithstanding any provision in the condominium documents, on
35 rental of a unit an association shall not require a unit owner or a unit
36 owner's agent to disclose any information regarding a tenant other than the
37 name and contact information for any adults occupying the unit, the time
38 period of the lease, including the beginning and ending dates of the tenancy,
39 and a description and the license plate numbers of the tenants' vehicles. If
40 the condominium is an age restricted condominium, the unit owner, the unit
41 owner's agent or the tenant shall show a government issued identification
42 that bears a photograph and that confirms that the tenant meets the
43 condominium's age restrictions or requirements.

44 D. On request of an association or its managing agent for the
45 disclosures prescribed in subsection C of this section, the managing agent

1 or, if there is no managing agent, the association may charge a fee of not
2 more than twenty-five dollars, which shall be paid within fifteen days after
3 the postmarked request. The fee may be charged for each new tenancy for that
4 unit but may not be charged for a renewal of a lease. Except for the fee
5 permitted by this subsection and fees related to the use of recreational
6 facilities, the association or its managing agent shall not assess, levy or
7 charge a fee or fine or otherwise impose a requirement on a unit owner's
8 rental unit any differently than on an owner-occupied unit in the
9 association.

10 E. Notwithstanding any provision in the condominium documents, the
11 association is prohibited from doing any of the following:

12 1. Requiring a unit owner to provide the association with a copy of
13 the tenant's rental application, credit report, lease agreement or rental
14 contract or other personal information except as prescribed by this section.
15 This paragraph does not prohibit the association from acquiring a credit
16 report on a person in an attempt to collect a debt.

17 2. Requiring the tenant to sign a waiver or other document limiting
18 the tenant's due process rights as a condition of the tenant's occupancy of
19 the rental unit.

20 3. Prohibiting or otherwise restricting a unit owner from serving on
21 the board of directors based on the owner's not being an occupant of the
22 unit.

23 4. Imposing on a unit owner or managing agent any fee, assessment,
24 penalty or other charge in an amount greater than fifteen dollars for
25 incomplete or late information regarding the information requested pursuant
26 to subsection C of this section

27 5. IMPOSING ON A UNIT OWNER OR MANAGING AGENT A FEE, ASSESSMENT OR
28 OTHER CHARGE, REQUIRING THE UNIT OWNER OR MANAGING AGENT TO TERMINATE OR NOT
29 RENEW A LEASE AGREEMENT OR PROHIBITING THE UNIT OWNER OR MANAGING AGENT FROM
30 RENTING THE UNIT BASED ON ANY OF THE FOLLOWING:

31 (a) COMMUNICATION BY A UNIT OWNER, MANAGING AGENT, TENANT, GUEST,
32 NEIGHBOR OR OTHER INDIVIDUAL TO LAW ENFORCEMENT OR OTHER EMERGENCY SERVICES,
33 IF ANY OF THE FOLLOWING APPLIES:

34 (i) THE COMMUNICATION IS MADE WITH THE INTENT TO PREVENT OR RESPOND TO
35 DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

36 (ii) INTERVENTION OR EMERGENCY ASSISTANCE IS NEEDED TO PREVENT OR
37 RESPOND TO DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

38 (iii) THE COMMUNICATION IS MADE BY, OR ON BEHALF OF, OR OTHERWISE
39 CONCERNS AN INDIVIDUAL WITH A DISABILITY AND THE PURPOSE OF THE CONTACT WAS
40 RELATED TO THAT INDIVIDUAL'S DISABILITY.

41 (b) ANY INCIDENT OF ACTUAL OR THREATENED DOMESTIC VIOLENCE OR SEXUAL
42 VIOLENCE AGAINST A TENANT, HOUSEHOLD MEMBER OR GUEST THAT OCCURS IN THE UNIT
43 OR ON THE PREMISES.

44 (c) CRIMINAL ACTIVITY THAT OCCURS IN THE UNIT OR ON THE PREMISES AND
45 THAT DIRECTLY RELATES TO DOMESTIC VIOLENCE OR SEXUAL VIOLENCE ENGAGED IN BY A

1 TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER PARTY AND AGAINST A TENANT,
2 HOUSEHOLD MEMBER, GUEST OR OTHER PARTY. THIS SUBDIVISION DOES NOT:

3 (i) PROHIBIT AN ASSOCIATION FROM ADOPTING OR ENFORCING A PROVISION IN
4 THE CONDOMINIUM DOCUMENTS TO IMPOSE PENALTIES ON THE BASIS OF THE UNDERLYING
5 CRIMINAL ACTIVITY TO THE EXTENT ALLOWED BY STATE AND FEDERAL LAW.

6 (ii) LIMIT OR PROHIBIT THE EVICTION OF OR IMPOSITION OF PENALTIES
7 AGAINST THE PERPETRATOR OF THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE OR OTHER
8 CRIMINAL ACTIVITY.

9 F. Any attempt by an association to exceed the fee, assessment,
10 penalty or other charge authorized by subsection D or E of this section voids
11 the fee, assessment, penalty or other charge authorized by subsection D or E
12 of this section. This section does not prevent an association from complying
13 with the housing for older persons act of 1995 (P.L. 104-76; 109 Stat. 787).

14 G. An owner may use a crime free addendum as part of a lease
15 agreement. This section does not prohibit the owner's use of a crime free
16 addendum.

17 H. This section does not prohibit and an association may lawfully
18 enforce a provision in the condominium documents that restricts the residency
19 of persons who are required to be registered pursuant to section 13-3821 and
20 who are classified as level two or level three offenders.

21 I. An owner of rental property shall abate criminal activity as
22 authorized in section 12-991.

23 J. FOR THE PURPOSES OF THIS SECTION:

24 1. "DISABILITY" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1491.

25 2. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION
26 13-3601.

27 3. "SEXUAL VIOLENCE" MEANS A VIOLATION OF SECTION 13-1404, 13-1405,
28 13-1406, 13-1410 OR 13-2923.

29 Sec. 4. Section 33-1806.01, Arizona Revised Statutes, is amended to
30 read:

31 33-1806.01. Rental property; member and agent information; fee;
32 disclosure; prohibitions; definitions

33 A. A member may use the member's property as a rental property unless
34 prohibited in the declaration and shall use it in accordance with the
35 declaration's rental time period restrictions.

36 B. A member may designate in writing a third party to act as the
37 member's agent with respect to all association matters relating to the rental
38 property, except for voting in association elections and serving on the board
39 of directors. The member shall sign the written designation and shall
40 provide a copy of the written designation to the association. On delivery of
41 the written designation, the association is authorized to conduct all
42 association business relating to the member's rental property through the
43 designated agent. Any notice given by the association to a member's
44 designated agent on any matter relating to the member's rental property
45 constitutes notice to the member.

1 C. Notwithstanding any provision in the community documents, on rental
2 of a member's property an association shall not require a member or a
3 member's agent to disclose any information regarding a tenant other than the
4 name and contact information for any adults occupying the property, the time
5 period of the lease, including the beginning and ending dates of the tenancy,
6 and a description and the license plate numbers of the tenants' vehicles. If
7 the planned community is an age restricted community, the member, the
8 member's agent or the tenant shall show a government issued identification
9 that bears a photograph and that confirms that the tenant meets the
10 community's age restrictions or requirements.

11 D. On request of an association or its managing agent for the
12 disclosures prescribed in subsection C of this section, the managing agent
13 or, if there is no managing agent, the association may charge a fee of not
14 more than twenty-five dollars, which shall be paid within fifteen days after
15 the postmarked request. The fee may be charged for each new tenancy for that
16 property but may not be charged for a renewal of a lease. Except for the fee
17 permitted by this subsection and fees related to the use of recreational
18 facilities, the association or its managing agent shall not assess, levy or
19 charge a fee or fine or otherwise impose a requirement on a member's rental
20 property any differently than on an owner-occupied property in the
21 association.

22 E. Notwithstanding any provision in the community documents, the
23 association is prohibited from doing any of the following:

24 1. Requiring a member to provide the association with a copy of the
25 tenant's rental application, credit report, lease agreement or rental
26 contract or other personal information except as prescribed by this
27 section. This paragraph does not prohibit the association from acquiring a
28 credit report on a person in an attempt to collect a debt.

29 2. Requiring the tenant to sign a waiver or other document limiting
30 the tenant's due process rights as a condition of the tenant's occupancy of
31 the rental property.

32 3. Prohibiting or otherwise restricting a member from serving on the
33 board of directors based on the member's not being an occupant of the
34 property.

35 4. Imposing on a member or managing agent any fee, assessment, penalty
36 or other charge in an amount greater than fifteen dollars for incomplete or
37 late information regarding the information requested pursuant to subsection C
38 of this section.

39 5. IMPOSING ON A MEMBER OR MANAGING AGENT A FEE, ASSESSMENT OR OTHER
40 CHARGE, REQUIRING THE MEMBER OR MANAGING AGENT TO TERMINATE OR NOT RENEW A
41 LEASE AGREEMENT OR PROHIBITING THE MEMBER OR MANAGING AGENT FROM RENTING THE
42 PROPERTY BASED ON ANY OF THE FOLLOWING:

43 (a) COMMUNICATION BY A MEMBER, MANAGING AGENT, TENANT, GUEST, NEIGHBOR
44 OR OTHER INDIVIDUAL TO LAW ENFORCEMENT OR OTHER EMERGENCY SERVICES, IF ANY OF
45 THE FOLLOWING APPLIES:

1 (i) THE COMMUNICATION IS MADE WITH THE INTENT TO PREVENT OR RESPOND TO
2 DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

3 (ii) INTERVENTION OR EMERGENCY ASSISTANCE IS NEEDED TO PREVENT OR
4 RESPOND TO DOMESTIC VIOLENCE OR SEXUAL VIOLENCE.

5 (iii) THE COMMUNICATION IS MADE BY, OR ON BEHALF OF, OR OTHERWISE
6 CONCERNS AN INDIVIDUAL WITH A DISABILITY AND THE PURPOSE OF THE CONTACT WAS
7 RELATED TO THAT INDIVIDUAL'S DISABILITY.

8 (b) ANY INCIDENT OF ACTUAL OR THREATENED DOMESTIC VIOLENCE OR SEXUAL
9 VIOLENCE AGAINST A TENANT, HOUSEHOLD MEMBER OR GUEST THAT OCCURS IN THE
10 RENTAL PROPERTY OR ON THE PREMISES.

11 (c) CRIMINAL ACTIVITY THAT OCCURS IN THE RENTAL PROPERTY OR ON THE
12 PREMISES AND THAT DIRECTLY RELATES TO DOMESTIC VIOLENCE OR SEXUAL VIOLENCE
13 ENGAGED IN BY A TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER PARTY AND AGAINST A
14 TENANT, HOUSEHOLD MEMBER, GUEST OR OTHER PARTY. THIS SUBDIVISION DOES NOT:

15 (i) PROHIBIT AN ASSOCIATION FROM ADOPTING OR ENFORCING A PROVISION IN
16 THE COMMUNITY DOCUMENTS TO IMPOSE PENALTIES ON THE BASIS OF THE UNDERLYING
17 CRIMINAL ACTIVITY TO THE EXTENT ALLOWED BY STATE AND FEDERAL LAW.

18 (ii) LIMIT OR PROHIBIT THE EVICTION OF OR IMPOSITION OF PENALTIES
19 AGAINST THE PERPETRATOR OF THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE OR OTHER
20 CRIMINAL ACTIVITY.

21 F. Any attempt by an association to exceed the fee, assessment,
22 penalty or other charge authorized by subsection D or E of this section voids
23 the fee, assessment, penalty or other charge authorized by subsection D or E
24 of this section. This section does not prevent an association from complying
25 with the housing for older persons act of 1995 (P.L. 104-76; 109 Stat. 787).

26 G. An owner may use a crime free addendum as part of a lease
27 agreement. This section does not prohibit the owner's use of a crime free
28 addendum.

29 H. This section does not prohibit and an association may lawfully
30 enforce a provision in the community documents that restricts the residency
31 of persons who are required to be registered pursuant to section 13-3821 and
32 who are classified as level two or level three offenders.

33 I. An owner of rental property shall abate criminal activity as
34 authorized in section 12-991.

35 J. FOR THE PURPOSES OF THIS SECTION:

36 1. "DISABILITY" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1491.

37 2. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION
38 13-3601.

39 3. "SEXUAL VIOLENCE" MEANS A VIOLATION OF SECTION 13-1404, 13-1405,
40 13-1406, 13-1410 OR 13-2923.