

## MOVING OUT

[This is a selection from the 2007 Landlord-Tenant Law in Oregon booklet. This booklet is for general educational use only. *It is not a substitute for the advice of an attorney.* If you have a specific legal question, you should contact an attorney. The information in this booklet is accurate as of September, 2006. Please remember that the law is always changing through the actions of the courts, the legislature, and agencies. **TIME LIMIT WARNING:** Under state and federal laws there are time limits for taking action to enforce your rights. Most lawsuits related to the rental agreement and the Oregon Residential Landlord and Tenant Act must be filed (started in court) within one year of the incident. There may be other - shorter - time limits that apply in other cases. Ask a lawyer about the time limits that could apply in your situation.]

**Q41. Do I have to give notice to my landlord before I move?**

*For all notices that are mailed, tack on an additional 3 days to calculate when the notice will go into effect.* (ORS 90.150(3))

If you are renting *month-to-month*, you must notify your landlord in writing 30 days before the day you move. You may serve the notice in person or mail the notice. If the rental agreement allows for posting, you may post and mail 30 days before terminating (33 days if only mailing). (See Sample Letter 8.) You do not need a reason to end the tenancy. Your landlord may agree to accept a shorter notice without penalty to you. Get the agreement in writing.

If you are renting *week-to-week*, you must notify your landlord in writing 10 days (13 days if by mail and not posted) before the day you move.

You may give the notice on any day of the month, not just the first day of the month or on the day that rent is due.

If you have a lease, read the lease

carefully to see if the lease requires written notice before you move at the end of the lease term. You may be able to break the lease earlier if the landlord violates the lease terms or the law. ORS 90.427

**Q42. Do I have to pay rent for the full 30 days after I give the landlord notice that I'm leaving?**

Yes, even if you move out before the 30 days are up, unless the landlord agrees to your moving early without paying. (Get all agreements in writing.) If you do not pay, the landlord will probably deduct the rent from your deposit and might sue you in small claims court. If you move out early, and don't pay for the full 30 days, the landlord must make reasonable efforts to find a new tenant. This is known as the obligation to "mitigate damages." You do not have to pay rent for any time that a new tenant is living in the unit. ORS 90.427

**Q43. If I am a victim of domestic violence, stalking, or sexual assault, can I terminate my rental agreement more quickly?**

Yes. You can terminate your rental agreement with only 14 days written notice to

your landlord. Your written notice to terminate your rental agreement must include verification that you have been a victim of domestic violence, sexual assault, or stalking within 90 days of your notice to end your rental agreement. That verification can be in the form of a restraining order signed by a judge, a police report, or a statement signed by a law enforcement officer saying that you have reported abuse within the past 90 days. Once your rental agreement has been terminated, you are not liable for any rent or damages to your rental unit that were incurred after your rental agreement was terminated. Your landlord is also not allowed to charge you a fee solely for terminating your rental agreement when you use this 14-day notice.

ORS 90.453

**Q44. If I paid last month's rent when I moved in, will I have to pay any more rent when I give a 30-day notice that I am moving?**

If it is clear that you paid a "last month's rent deposit," and not some other kind of deposit or fee, the landlord must use this money for the last month's rent when either you or the landlord gives the other notice to terminate the rental agreement (except if your landlord gives you an eviction notice for non-payment of rent). If your landlord raised your rent after you moved in, the landlord can also make you pay the difference between the last month's rent paid when you moved in and the higher amount of rent after the rent increase.

ORS 90.300

**Q45. Can I move out if my rental unit is posted or condemned because of a city, county, or fire code violation?**

Yes, if your place has been posted as being unsafe and unlawful to occupy because of code violations that affect health or safety and that you did not cause. You can move out

right away by telling the landlord that you are moving and the reasons for your move. In this situation, the landlord is required to return, within 14 days, all of the security deposit (except for money you owe for unpaid rent and damages), last month's rent, and rent paid for the current month for the days you could not live in the unit. If the landlord knew or should have known about the conditions, you might also be able to sue the landlord. Contact a law office for information about your rights in these cases. See the Time Limit Warning at the beginning of this booklet section.

ORS 90.380

**Q46. Should I clean my place when I move out?**

Yes. You should remove all of your things, remove any garbage and reasonably clean the unit. It is a good idea to walk through the clean unit with your landlord and ask if the landlord thinks that it is clean enough. Ask the landlord to agree in writing that the rental unit was clean and undamaged when you moved out and that you do not owe for cleaning or damages. You should take pictures, take notes on what you did to clean it and have a witness with you if you think that the landlord will later say that it was left in a mess.

If you do not clean the rental unit, the landlord usually keeps the deposit and may bill you for additional cleaning and repairs.

The law only requires that you leave the place as clean as you found it, minus normal wear and tear. If it was a mess when you moved in - and you can prove it - you should be able to leave it in the same condition and still get your deposit back. But it is a good idea to clean it up so that you will have a better chance of getting your deposit back and so the next renter has a clean place. See Question 24 for information on refunds of deposits.