

# Landlord – Tenant Law in Oregon



**Rental Agreements**

**Moving in**

**Deposits and Fees**

**Getting Repairs Done**

**Evictions**

**Moving out**

**Housing Discrimination**

**Resources**

**And More**

# Instructions

1. This booklet gives you general information about some common questions and problems Oregon tenants (also called “renters”) may have. This information is accurate as of March 2023. But the law changes over time, so if possible, check with a lawyer about your rights and responsibilities. You can find updates to this booklet and information about many other legal issues at [www.oregonlawhelp.org](http://www.oregonlawhelp.org). A list of places you may be able to get help, including lawyers, is located at the back of this booklet.

2. This booklet covers laws that apply to rented housing everywhere in Oregon. But some cities have extra laws and rules. Portland, for example, has more protections for tenants. You can go to the Portland Rental Services Helpdesk at: <https://www.portland.gov/phb/rental-services/helpdesk> or call them at 503-865-3260. The city of Milwaukee also has special rules limiting some terminations of tenancy.

3. This booklet gives you the basic information you need to understand your rights and responsibilities and to solve common issues on your own. It is not legal advice. Because this information is general, it is important to remember that your situation may be different! A lawyer can give you legal advice about your specific situation, tell you about time limitations, and check to see if the law has changed.

4. Every law has strict time limits that control when you can assert your rights. If you wait to act, you may lose your rights. You have only one year to make your claim in court if a someone has done something illegal under the landlord tenant act. For other laws (including housing discrimination), you may have longer time limits.

## **WHERE CAN YOU GET MORE HELP AND LEGAL ADVICE?**

Legal Aid Services of Oregon and the Oregon Law Center help low-income people with civil legal issues throughout Oregon. The Center for Non-Profit Legal Services serves Jackson County. You will find contact information for your local legal aid office, the Fair Housing Council of Oregon, and other possible sources of help and legal advice at the back of this booklet. You can also look for updates at the legal aid website.

## How to Use This Booklet

**This booklet is set up in a question-and-answer format.** Start by looking at the Table of Contents to find and read the question/s that sound most like your issue. If you still have questions or think your rights have been violated, we recommend you get advice from a lawyer. Information on how to find a lawyer and other places where you may be able to get help is at the end of this booklet.

Some **sample letters to landlords** are included. It is always best to communicate with your landlord in writing. Some legal issues require written notice or confirmation. Any time you send a message to your landlord, keep a copy of whatever you give them. Be clear and detailed in any letters. A judge might see anything you give your landlord. The sample letters in this booklet are only examples. You need to change the wording to fit your situation. Get all agreements between you and your landlord in writing.

Avoid communicating with your landlord in person or over the phone. If you must communicate in person or over the phone, keep notes of what you talked about. After any in-person or phone conversation, it is a good idea to send a letter, email, or text to your landlord that goes over and summarizes what was said.

**This booklet is not a substitute for the advice of an attorney.** It is for general educational use. It is only a summary of the law. If you have a specific legal question, if you are having a problem with a landlord, or have issues with a possible future landlord, you should contact a lawyer right away. If you think a landlord is discriminating against you, you can contact your local legal aid office or the Fair Housing Council of Oregon.

In this booklet you may see references to ORS 90.xxx, which stands for Oregon Revised Statutes Chapter 90. That is where you find most of Oregon's landlord-tenant laws. You can find the laws online at [www.oregonlegislature.gov](http://www.oregonlegislature.gov) under the Bills and Laws tab. If you do look at the law, use the newest versions of the laws, as they change often.

**This booklet is about what the law requires.** This is a summary of landlord-tenant law in Oregon. Sometimes people break the law. Sometimes people don't know the law. If you think a landlord or potential landlord has broken the law, you should contact a lawyer. Many legal aid offices either help with terminations of tenancy, evictions, and other landlord tenant matters or can refer you to someone who can help. If your landlord has broken the law you may also be able to sue them.

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There are time limits (called “statutes of limitations”) for taking action to enforce your rights. If you do not act within these time limits, you will not be able to sue. Most lawsuits related to rental agreements, or the Landlord and Tenant Act, must be filed (started in court) within one year. The time limits under fair housing law may be longer. There may be other, sometimes shorter, time limits that apply in other cases. Ask a lawyer about the time limits that could apply in your situation.

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# A. What are landlord tenant laws and who is covered by them?

## 1. How do I know if I am covered by the landlord tenant laws?

Federal, state, and local laws protect tenants in Oregon. The law this booklet talks about the most is ORS Chapter 90, the Oregon Residential Landlord and Tenant Act, which sets out the rights and duties of landlords and tenants, also called renters. This law applies if you rent a place to live such as a room, house, apartment, mobile/RV space, boat moorage, live long term in a hotel/motel, or in off campus housing that is not a dormitory. Other laws such as the Fair Housing Act give tenants more protections from discrimination.

## 2. Who is NOT protected by these laws?

Some people are not protected by landlord/tenant laws. ORS 90.110. The rules listed in this booklet do **not** apply to you if you are:

- Staying for less than 31 days in a hotel or motel where the room meets specific conditions;
- Buying a home and living in it less than 90 days before the closing of a sale as part of the sales contract;
- Selling a home and living in it less than 90 days after the closing of a sale as part of the sales contract;
- Living on land rented primarily for farming; (But, if this is your situation, you do have other rights. You can call one of the farmworker programs

listed at the back of this booklet.)

- Living in a prison, jail, or long-term care, rehabilitation or nursing facility, in a religious order, or a similar place;
- Living in a place on vacation for less than 45 days if you have another home;
- Living in a fraternity or sorority house;
- Living in a place without permission from the landlord or a lawful tenant;
- Living in a place as part of your job, in or around the building where you live. There are special rules for ending the employment and housing of an employee. ORS 91.120. See question 9.
- Living in a condominium you own.

## 3. Does my city have extra laws that give tenants more rights?

Some places have laws giving tenants more rights. For example, Eugene and Gresham have extra protections and requirements for the condition of a rental. Milwaukie requires a 90-day notice for a no-cause termination. Gresham requires landlords to tell tenants about their rights. Multnomah County and Portland have many other protections including limits on terminations of tenancy and rental increases. For more info. see:

<https://www.portland.gov/phb/rental-services>

#### **4. What if I live in a Native American Reservation or on other Tribal land?**

If you live on Tribal Lands, it is likely that Oregon's landlord tenant laws do not apply to your tenancy. However, some federal laws might apply. In most cases, the landlord-tenant relationship on Tribal Lands is controlled by the Tribal Codes of the 9 recognized tribes in Oregon.

If you are a Native Person, or member of a Native Household, and have questions about your rights as a tenant on Tribal Lands, the Native American Program, Legal Aid Services of Oregon (NAPOLS) might be able to help you. Please call 503 223-9483 to find out if NAPOLS can help.

#### **5. What are my rights if I live in a hotel or motel?**

If you stay in the same room of a hotel, inn, motel for more than 30 days, you are a tenant, just like if you live in an apartment. You do not have to have a written rental agreement. You have all the same rights and responsibilities as any other tenant, including how your tenancy is ended.

However, If you stay for less than 30 days, you probably are not a tenant. You are not a tenant **if** all the following 3 things are true:

- 1) Rent is charged by the day and not collected more than 6 days in advance;
- 2) Rent includes maid service and linens at least every 2 days; and
- 3) Your stay is for less than 31 days.

#### **6. What are my rights if I rent space for my RV?**

If you pay to park your own RV for more than 14 days in an RV park, you have rights as a tenant. A place is an RV park if there are more than 2 RVs, within 500 feet of each other, in spaces meant for RVs to stay. You should have a written rental agreement from the park (your landlord), but you are still a tenant if you don't have one.

Your landlord can charge you separately for utilities only if it says so in the written rental agreement and you are billed each month. You can only be billed for the actual costs of water and power. Your space must have a working sewage disposal system, safe water, and power. All the normal landlord tenant rules apply to RV tenancies. When you are a tenant, your landlord is not allowed to tow your RV, cut your utilities, or lock you out without first going to court and getting a signed order of eviction.

#### **7. What are my rights if I rent space for my mobile home, manufactured dwelling, or houseboat?**

A "manufactured dwelling" is also known as a "mobile home." Tenants in a mobile home park or floating home moorage, who own (or are buying) the home, have all the rights that other tenants have, plus more. Legal Aid has a separate publication that explains the extra rights and responsibilities of tenants in mobile parks or moorages.

For example, all mobile parks and moorages must use a written rental agreement. You have the right to sell your home. Before ending your tenancy for violating your written rental agreement these landlords must give at least a 30-day written notice with an explanation. If you fix the problems listed in the notice during the 30 days, you can stay. But, if you break the same rules within 6 months, the landlord can give you a 20-day termination notice with no chance to fix the problems. ORS 90.630. If the landlord's termination notice is based on your failure to keep your home in good condition, you should have more time to fix the problems. ORS 90.632.

#### **8. When does a place qualify as drug- and alcohol-free housing?**

There are several criteria that must be met for a place to qualify as "drug- and alcohol-free housing." Specifically:

- One tenant in each rental space must be a recovering alcoholic or addict;
- The recovering tenant/s must be taking part in an addiction recovery program, such as AA or NA;
- The landlord must be a nonprofit corporation or a housing authority;
- The landlord must maintain a drug- and alcohol-free environment;
- The landlord must supply several forms of support for the tenants' recovery; and
- There must be a written rental agreement that says that the housing

is alcohol- and drug-free. The agreement must require that the tenant/s in recovery take part in a program of recovery, do urinalysis testing, and that the tenant can be evicted for not following these rules. ORS 90.243.

#### **9. What if I work on, or around, the property where I live?**

If you live in a place because of your work in or around the rental building (for example, you're a resident manager at an apartment complex), your employer can give you a 24-hour written notice ending your employment and your tenancy. If you do not move by the deadline, your ex-employer can file an eviction case. Your ex-employer cannot lock you out or call the police for trespass, unless they have a court ordered eviction. ORS 91.120.

Farmworkers who work in fields, and not in and around the rental buildings, **cannot** be evicted with this kind of 24-hour notice.

#### **10. What if my mobile home park is going to be closed and used for something else?**

If a mobile home park is going to be closed and used for something else, the landlord must give residents notice stating the date of closure at least 365 days before the date of closure. The park owner must pay \$5,000, \$7,000, or \$9,000 (depending on the size of the home) to each owner who is forced to

move or abandon their property due to the park's closure. The landlord is not allowed to raise rents during the 365-day notice period. Tenants can still be evicted for not paying rent.

**11. What if I live in a mobile home or floating home that is not in a park or moorage?**

Tenants who live in and own (or are buying) a mobile home or floating home and who rent space that is not part of a mobile or floating home facility have fewer rights than tenants who do live in a facility. They mostly have the same rights as tenants who rent houses or apartments. However, landlords can terminate these tenancies for cause, or with a 180-day notice.

**12. What if my landlord or potential landlord violates the law?**

If your landlord, or potential landlord, violates the law, you can sue them. You can ask for things like money, repairs, to move in or move back in, and to have utilities turned back on. However, if you don't act before the time limit set by the "statute of limitations" described at the beginning of this Handbook you might not be able to go to court. If you are suing for less than \$10,000, you can use small claims court. See questions 138 & 139.

**13. Who is my landlord?**

The person you rent from is your landlord. Your landlord could be the

owner, agent, property manager, tenant, lessor, or sublessor of the place that you're renting, or another person with the right to act for the owner. ORS 90.100(24).

**14. What is a rental agreement?**

A rental agreement is a verbal or written agreement between a landlord and a tenant that describes the terms and conditions of a tenant's use of the rental unit. In short, it is the deal. Rental agreements can be month-to-month, week-to-week, or for a fixed term. If a rental agreement is not written, it is a month-to-month agreement. All rental agreements must follow the law. Rental agreements usually include the amount of rent, when rent is due, where to pay rent, who pays utilities, and any other rules about the rental unit. ORS 90.100. A landlord is not allowed to make you agree to anything that is against the law or to take away your rights.

Having a written rental agreement signed by both you and your landlord can help protect everyone. It sets the rules and proves what your landlord agreed to. Your landlord must give you a copy of the written rental agreement when you sign it, and you should take photos of it if you can. Your landlord must give you a replacement copy, and can't charge more than 25 cents per page (or the actual copying costs). ORS 90.305. If you live in a mobile home in a park or facility, the landlord must use a written rental agreement. ORS 90.510.

### **15. What is a lease and what happens if I need to move before it expires?**

Most people use the word “lease” to describe a written rental agreement that is for a set period of time (like a year), with a set amount of rent. If you have a fixed term lease with a set amount of rent, the landlord is not allowed to raise the rent during the fixed term. With this type of lease, if you move early, you could have to continue to pay rent until the landlord re-rents the place, or you could owe a lease break fee. The lease break fee can be no more than 1.5 times the monthly rent and must be included in your written rental agreement. If you move early, the landlord must try to rent the unit to someone else and cannot charge you rent after it is re-rented.

### **16. What happens if I don't have a written agreement with my landlord?**

You should always ask for a written rental agreement. If your landlord will not give you a copy (they are required to give you a copy 90.220) then take photos of what you sign. But you can still be a tenant (renter) without a written agreement. To be considered a residential tenant, you must have a written or verbal agreement with your landlord covering the basics, such as your right to live there and to decide who else can be there. You cannot be in one of the categories that is excluded from the landlord tenant laws. See question 2. ORS 90.100(48).

### **17. How can I protect my rights?**

There are many things you can do to protect yourself as a tenant. Here are some examples.

- Get all agreements with your landlord in writing, starting with your rental agreement.
- Keep photos and copies of everything related to the rental for at least 2 years after you move out.
- Keep written copies or photos of anything you might need to prove at some later date.
- Get a receipt every time you pay rent. Landlords must give you a receipt for any payment if you ask for one. ORS 90.140. Do not pay rent in cash without getting a receipt.
- Ask for any repairs in writing and keep copies of your request.
- To prove that you sent something to your landlord on a certain date, get a certificate of mailing from the post office. Emails and text messages can also help prove what you told your landlord and when.
- Keep electronic copies on more than one device or in a cloud storage service so if you change devices you still have copies.

### **18. What if my rental agreement says something illegal?**

If a rental agreement says something against the law, that portion is legally worthless and cannot be enforced. It might also give you the right to sue the landlord if they try to enforce it.

### **19. Can a rental agreement take away my rights?**

You and your landlord cannot agree to waive or take away any tenant rights. ORS 90.245. If a rental agreement conflicts with the law, the law wins. In

some cases, if the landlord puts something in a rental agreement they shouldn't, they could owe you money for your harm. This could be equal to several months' rent, or more.

## **B. Discrimination Against Tenants**

### **20. How do I know if a landlord is discriminating against me illegally?**

Many state and federal laws prevent landlords from discriminating against both tenants and potential tenants. Landlords are not allowed to refuse to rent to you, evict you, charge extra fees, have different rules for you, or treat you differently from the way they treat other people because of:

- Your sex or gender identity;
- Whether or not you have children;
- Your race, color, or national origin (includes language);
- Your religion;
- Your marital status;
- Your sexual orientation;
- A physical or mental disability;
- A need for reasonable accommodations due to disability
- You get help paying rent from a voucher program;
- You get public assistance; or
- Because the landlord just thinks you fit into one of these categories.

If you, or another person in your household, fit into one of these categories—or if the landlord even

thinks you do — and the landlord is treating you differently for that reason, this could be illegal discrimination.

### **21. When can a landlord legally discriminate based on sex or whether I have children?**

There is one exception to the general rule as explained above. Landlords can discriminate based on sex or whether you have children when you rent space in a home where the landlord also lives, and all occupants share some common space in the home. ORS 659A.421(6).

### **22. Can a landlord require me to make a specific amount of money per month before renting to me?**

Landlords can require you to have a legal income several times more than your portion of the rent. Landlords cannot calculate the amount of income you must have based on the whole rent if part of the rent is paid by a government funded program. They must calculate it based on only the portion that you pay. If you get TANF or some other government funded help, a landlord must count that as income.

### **23. Can a landlord refuse to rent to me because I get help paying for my housing?**

Landlords are not allowed to refuse to rent to you just because you get help from an agency to pay your rent. Landlords must accept housing vouchers such as Section 8 as payment for your rent. Landlords must cooperate with the agency and supply required information if you apply for government funded rental assistance. ORS 659A.421. However, landlords are not required to accept personal cosigners or count gifts of money from individuals as income.

### **24. What if I need an assistance animal?**

Landlords are not allowed to refuse to rent to, or charge extra money to, a person with disabilities because that person needs an assistance animal, or other reasonable accommodation. You have the right to train your own animal. Landlords cannot require professional training. There is no legitimate Oregon or federal “certification” to verify that an animal is an assistance animal. Landlords cannot ask for “certification.”

Landlords can require that assistance animals:

- Have a county license if one is required by law;
- Be a type of animal that is legal for you to own where you live; and
- Have required vaccinations.

Landlords are not allowed to have dog breed or other arbitrary restrictions

or require extra insurance for an assistance animal. They can require that assistance animals be under reasonable control and not be dangerous or destructive. Landlords can charge for damage done by an assistance animal. Tenants can be charged deposits for pets. However, because an assistance animal is not a pet, tenants cannot be charged a deposit for an assistance animal. But landlords can end a tenancy if the assistance animal is destructive or dangerous.

### **25. Does a landlord have to allow an assistance animal, or change other rules or policies if I have a disability?**

You can ask a landlord to make a change to any rule or policy that makes it more difficult for someone with a disability to live in the housing. This is called asking for a reasonable accommodation. Instructions on how to ask for a reasonable accommodation and sample forms are available at [www.fhco.org](http://www.fhco.org) (go to resources, then education).

You do not have to use any specific form to ask for an accommodation. You must tell your landlord that you need the accommodation because of a disability. We recommend having a medical provider, counselor, or other professional familiar with you and the disability sign a verification letter. You do NOT have to tell the landlord what the disability is. You do not have to get disability related income. You **do** need to



tell the landlord the following information:

- You, your child, or someone else who lives with you has a disability;
- That something related to the disability is making it more difficult for that person to live in the home;
- What exception or change to a rule or policy you are asking for;
- How that exception or change is connected to the disability; and
- How what you ask for will help.

Examples of reasonable accommodations include:

- Allowing you to have a dog to help with physical or mental disability related issues, even though your landlord has a no-pets policy;
- Assigning you a parking space, even though the complex doesn't usually assign parking spaces, so you can park near your apartment, if you have mobility issues;
- Allowing you to pay rent on the 15<sup>th</sup> of the month if your disability-related income doesn't get paid until after the first of the month; or
- Allowing a part- or full-time caregiver to stay with you.

### **SAMPLE LETTER – Request for change due to disability**

Keep a copy of any letter that you send!

[date]

Dear [landlord's name]:

I am asking for a reasonable accommodation/modification due to [my/my child's/my co-tenant's] disability. [I am/they are] a qualified individual with a disability.

### **26. Does a landlord have to make physical changes to my home due to disability?**

Landlords also must allow you to make physical changes to your home if you need those changes because of a disability. These changes are called "reasonable modifications."

Examples of reasonable modifications include:

- Installing a grab bar to help with balance in the shower or bathtub;
- Installing a ramp for wheelchair or walker accessibility;
- Installing a visual doorbell or fire/CO2 detectors;
- Lowering cabinets or sinks;
- Changing door or cabinet handles; or
- Putting in an accessible shower.

If you live in subsidized housing (meaning that the government owns your housing and charges you a reduced rent) then your landlord must pay for reasonable modifications. If you live in private housing (meaning that you pay rent to a landlord who is not part of the government) then you will have to pay for the reasonable modification yourself.

Because of the disability, I/they need the following accommodation: \_\_\_\_\_  
[Explain what you want **and** why it will help you live in your housing. You do NOT have to say what the exact disability is.]

A professional familiar with my/their condition and needs has recommended this accommodation for the disability. I can give you verification from the professional if you ask for it.

Under the state and federal law, it is unlawful discrimination to deny a person with a disability a reasonable accommodation in rules, policies, practices, or services if the accommodation may be needed to afford them full use and enjoyment of their rental.

Please respond to this request to me in writing within seven (7) days.

Sincerely,

[Your name and address]

**27. Can a landlord refuse to rent to me or treat me differently because I have children?**

Normally, landlords are not allowed to refuse to rent to you, evict you, or treat you differently because you have children under 18 living with you. (There are exceptions to this rule for 55+ and 62+ housing and where a landlord rents space in a home where they also live.)

Landlords are not allowed to rent to “adults only” or “18 and over” only. Landlords are not allowed to limit occupancy to one person per bedroom. ORS 90.262.

Landlords are not allowed to have rules that only apply to children, such as, “kids can’t play outside.” Landlords can require younger children be supervised by an adult, but cannot require the adult to be a family member or parent.

**28. Can a landlord refuse to rent to me or treat me differently because I have experienced domestic violence, dating violence, stalking, or sexual assault?**

Landlords can’t treat you differently because you have experienced domestic violence, dating violence, stalking, or sexual assault. Landlords are not allowed to deny your application, have more restrictive rules or standards, evict you, or fail to renew your lease because:

- You have this experience;
- A rental agreement was violated during an incident of domestic violence, dating violence, sexual assault, or stalking where the tenant is the victim/survivor;
- Of criminal activity or police response related to domestic violence, dating

violence, stalking, or sexual assault where the tenant is the victim/survivor;

- Of damage to your rental caused by an incident of domestic violence, dating violence, sexual assault, or stalking where you were the victim/survivor; or
- A prior landlord gives you a bad reference because you experienced domestic violence, dating violence, stalking, or sexual assault where you were the victim/survivor.

See question 63 for information about changing locks.

If you are concerned about the health of a relationship, are trying to get out of an unhealthy or abusive relationship, or want more information on how to be safe you might wish to contact your local domestic violence program, legal aid, or go to [www.ocadvs.org](http://www.ocadvs.org) if it is safe for you to look online for information.

### **29. Can I rent my own place to live if I am under 18?**

If you are at least 16 years old, or if you are pregnant with a child who will live with you, you can make a rental agreement, some exceptions allow people under 16 to make rental agreements. Landlords are not allowed to restrict housing to people 18 and over, except for qualified senior housing.

Emancipation gives minors who are self-supporting many of the rights, and duties, of a person 18 and over.

### **30. What if I have arrests or criminal matters on my record?**

Landlords are not allowed to consider any arrest unless it is either currently pending (and you are not on diversion, conditional discharge, or deferral of judgment), or you were convicted.

Landlords are not allowed to have a general policy of not renting to people with criminal convictions. Landlords can consider convictions only for conduct that is still illegal under Oregon law. Landlords can consider convictions for some drug related crimes; person crimes; sex offenses; financial fraud; or other crimes that relate to your tenancy. ORS 90.303. You might be able to clean up your criminal record. See question 43 for current information about expungements.

### **31. Can my landlord forbid marijuana?**

Landlords are not allowed to consider the fact that you have a medical marijuana card or are a medical marijuana patient in deciding whether to rent to you. However, landlords CAN stop you from growing or smoking marijuana on the property, even if you have a card/permit or need it for medical reasons. Landlords can ban all smoking, including medical marijuana.

## C. Low-Income/Subsidized Housing

### **32. How are my rights different if I live in federally subsidized/low-income housing?**

You have all the protections of normal landlord tenant law, plus other rights and protections if you live in subsidized housing. For example, in some housing you can only be evicted for cause, even in the first year. Subsidized housing includes housing authority owned units, some VA housing, rural development units, LIHTC units and Section 8 vouchers. Your rental agreement should list many of your extra rights in these units.

Subsidized tenants can use their federal housing just like they would use a private home. Landlords must cooperate with an agency that is helping pay your rent. Landlords are not allowed to reject your application or terminate your tenancy just because you get governmental help to pay your rent. You have due process rights and can ask for a hearing to disagree if your subsidy is going to be reduced or terminated.

### **33. Can a landlord require low-income people to get renters insurance?**

Landlords are not allowed to require people with a rental subsidy to get renters insurance. Landlords can require renters' insurance from people who make more than 50% of the adjusted

area median income if the landlord correctly puts the requirement in the written rental agreement. ORS 90.222.

### **34. How do I get into federally subsidized housing?**

Some subsidized housing is owned by a local housing authority; some is owned by private landlords. You can use a Section 8 voucher if you are renting in mobile home parks, housing where you currently live, or to a new home. Eligibility for the different kinds of units varies from building to building and county to county.

When you are looking for a unit, you should call both the housing authority and the property managers of the buildings owned by private landlords to get on their waiting lists. If the housing authority or a subsidized landlord refuses to put your name on a waiting list, you can ask for a hearing or a conference. Once you are on a waiting list keep your address current everywhere you are on a list, so they can contact you once you come to the top of the list. If you do not know, or do not respond you may lose your spot. Once your voucher is approved you must find a place within their time limits or you may lose your subsidy, although you can usually get more time if you ask.

## D. Moving In

### **35. What should I do before I rent a place?**

Make sure the place meets your needs; you can afford the rent; you clearly understand who will pay for all the utilities; and it doesn't need repairs.

Ask the landlord what their rental criteria are. If they are going to charge you an application or screening fee, they must tell you the criteria and follow other rules. See question 44.

If you can improve your credit report or rental history, for example by getting old criminal matters or evictions off your record, you should do that before applying. See questions 40-43.

Inspect the property and get any agreed to repairs in writing.

### **36. How should I document damage that is already there when I move into a unit?**

Before, or right after, you sign a rental agreement, check to see if there are any problems with the unit. Even minor damage should be documented in writing or photos before you move in, or you could be charged for it when you move out. You should fill out a condition report or take photos when you inspect the place. There is a sample before the Resources section of this booklet. Landlords do not have to do a walkthrough with you or sign your condition report. If the landlord will not

do a walkthrough, do it yourself and send a copy of the condition report to the landlord. Keep a copy for yourself. Take pictures of any problems or damage so you can prove it was there before you moved in.

There are different rules in the city of Portland. Go to the website for Portland's Rental Services Commission for more information.

<https://www.portland.gov/phb/rental-services/security-deposits>)

### **37. What if the place I want to rent needs repairs?**

If the place you want to rent needs repairs, get any agreements with the landlord to fix things in writing, and keep a copy. Rental housing doesn't have to be up to code, but it does have to be safe. See question 68. Get any agreements you make to clean a place or make minor repairs in writing. Include exactly what you will do, what you will be paid for your work, and who pays for supplies or dump fees. Be sure you only agree to do things that you can do correctly and legally.

### **38. What should I say in my rental application?**

You must tell the truth. If you lie about something important, your tenancy can be terminated during the first year with 24-hour notice. If you

have criminal history or court eviction cases on your record, you might want to try and get those wiped off/expunged as soon as you can. See question 43. You can also give the landlord an explanation or information that might make them still want to rent to you.

If someone in your household is disabled, you do not have to ask for a reasonable accommodation in your application. You can ask for an accommodation after you are approved, or even after you move in. See Section B. It is not lying on your application if you don't tell the landlord that you have a disability or ask for an accommodation when you apply.

### **39. Can I give potential landlords good letters from old landlords?**

If you have a good relationship with your landlord, it is a good idea to get a letter recommending or supporting you as a tenant before you move. You can give those to any future landlord.

### **40. Can a landlord consider old evictions when deciding whether or not to rent to me?**

Landlords can usually consider a judgment of eviction against you that is less than five years old. However, landlords are not allowed to consider an eviction that happened between April 1, 2020, and February 28, 2022. Landlords are not allowed to consider an eviction that was dismissed, or that you won.

It is only an eviction if it is a legal decision that a judge made. It doesn't count as having an "eviction" on your record if you got a termination notice and then moved without the case going to court.

See question 118 for information on how to possibly get old eviction cases wiped off your record, for free.

### **41. What if a landlord refuses to rent to me?**

Landlords are not allowed to deny your application for discriminatory reasons. They can deny your application based on your credit or rental history after they process your application. If you have things on your record that make it hard to rent, ask a potential landlord for a copy of their rental criteria before you apply to see if you will qualify.

If a landlord denies you based on screening or admissions criteria, they must give you written notice within 14 days. ORS 90.304. If a landlord gets information from a tenant screening service or credit reporting agency and denies you because of that information the landlord must tell you about it. The landlord must also tell you the name and address of the screening service or reporting agency. If you gave the landlord extra information about something in your past that you felt might be a problem, they must consider that information and explain why they still did not rent to you.

#### **42. What if a landlord denies my application because of my criminal history?**

Before denying an application based on criminal history, a landlord must let you explain your past and show why you think they should still rent to you. The landlord must consider the nature and severity of the crimes, the number and type of crimes, the time that has passed since the date the crimes, and your age when you were convicted. ORS 90.295. Landlords can only consider arrests if you were later convicted of that crime, or the charges are currently pending and you are not in a diversion program. Many old criminal arrests, charges, and convictions can be expunged (wiped off

your record) for free if you apply to the court.

#### **43. How can I clean up my criminal record?**

You can apply to the court where you were convicted to have many criminal convictions removed from your record. As of 2021 it is easier and cheaper than it used to be, so if you have arrests, dismissals, or convictions you should check to see if they are covered by the new laws. For more information go to legal aid's website. Statewide forms may be available from your court or the court website for free. Some legal aid offices also help with this process.

## **E. Fees, Deposits, Rent Increases, Late Charges, and Utility Bills**

#### **44. When can I be charged an application fee?**

The landlord can't charge you a fee to have your name placed on a waiting list.

The landlord can charge you a screening charge to apply for housing. The screening charge can be no more than the actual costs of screening. A screening charge can only be collected if there is, or soon will be, a unit for rent, unless you agree otherwise in writing. The landlord must give you a receipt. Before taking a screening charge, the landlord must give you an estimate of the number of available units and the

number of people ahead of you. If the landlord doesn't follow the rules, you can sue the landlord for the amount of the charge plus \$100. ORS 90.295.

Before you pay a screening charge, the landlord must give you a written notice that tells you:

- The amount of the charge;
- The factors the landlord will consider in deciding on your application (the screening or admission criteria);
- The screening process the landlord will use, including whether the landlord uses a tenant screening company;

- That you have the right to send a statement to any screening company or credit reporting agency used by the landlord if the information the landlord gets is wrong;
- That you can appeal a negative decision;
- Nondiscrimination information;
- The amount of rent and deposits that will be charged; and
- If insurance is required, and the amount required. See question 33 for more information about insurance.

#### **45. Do I get my money back if the landlord doesn't screen my application?**

If the landlord doesn't screen you after you've paid an applicant screening charge (for example, because the unit is rented to someone else first), the landlord must refund your money in a reasonable time.

#### **46. What is a fee?**

A "fee" is a non-refundable payment. Landlords are not allowed to charge tenants any fee unless that fee is allowed by law and included in a written rental agreement. Landlords are only allowed to charge you a fee for the following specific violations if you:

- Are late paying your rent (see questions 47 & 48);
- Are late paying for a utility (see question 47);
- Bounce a check to the landlord;
- Tamper with or disable your smoke

detector;

- Violate pet rules;
- Do not clean up after your pet;
- Smoke in clearly marked non-smoking areas;
- Violate parking or driving rules;
- Break your lease early;
- Have a second violation of a written rental agreement after a written notice.

All other fees are illegal. ORS 90.302. If your landlord charges an illegal fee, you can sue them for 2x what you paid or \$300, whichever is more.

#### **47. When can my landlord charge me late fees?**

You can only be charged a late fee if you have a written rental agreement. The landlord can't charge a late fee if you pay rent by 11:59 p.m. on the fourth day of the rental period. A rental agreement cannot make rent due earlier than the first day of the month, but you can pay early if it is easier for you. ORS 90.260. See question 46 for the other fees landlords can charge.

#### **48. How do late rent fees work?**

There are three ways that landlords can calculate late payment of rent fees:

1. Flat rate late fee: a reasonable set amount charged one time for each period the rent is late. ("Reasonable" means an amount that is within the range normally charged by landlords in that rental market.)



2. Per-day late fee: a daily fee of no more than 6% of the reasonable flat rate fee described above.

3. A five-day period late fee: a fee that is 5% of the rent, charged once for each five-day period the rent is late.

If your written rental agreement allows for a per-day late fee or an every-five-day late fee, these fees are only added until the end of the month that rent was late. Your landlord can also charge you simple interest if you don't pay your late fee when the fee comes due. If you have a month-to-month rental agreement, the landlord can change the kind of late fee or the amount of the late fee by giving you a 30-day written notice.

#### **49. Can my tenancy be terminated with a nonpayment notice for not paying rent, fees, damages, utility or service charges?**

You can have your tenancy terminated by a nonpayment notice for not paying rent, late charges, utility or services charges, or fees. With this new kind of notice you have more time to pay, and the landlord can't refuse payment in full. Your tenancy can also be terminated for failure to pay for damages to your place, but you will not have extra time to pay. Different rules apply depending on why you owe the money.

If your rent in a month-to-month tenancy is 7 or more days late, your landlord can give you a notice for

nonpayment of rent and must give you at least 10 days to pay rent before the landlord can take you to court.

If you have unpaid fees or charges in a month-to-month tenancy you can be given a 30-day notice with at least 14 days to pay before your landlord can take you to court.

If your rent in a week-to-week tenancy is 5 or more days late you can be given a nonpayment notice with 4 days to pay before the landlord can take you to court.

You can be evicted for failure to pay damages if you get a proper 30-day notice with at least 14 days to cure. You do not have the right to pay damages late (after the stated deadline) and still keep your place after the deadline.

If you get a nonpayment notice (for rent, fees, or charges), you can keep your tenancy by paying the amount stated in the notice. Pay as soon as possible, but you are allowed to pay up until a court makes a judgment. A landlord is not allowed to refuse full payment, regardless of the source, but can refuse partial payment. A landlord must cooperate if you are applying for or getting rental assistance. If you pay late, you might owe late fees. If you pay after an eviction case is filed you can be charged court fees, but not lawyer fees. If your landlord takes you to court, but you pay the full amount as stated in the notice before the court judgment, the judge must dismiss the case and it can be removed from your record.

If you get a nonpayment notice it must include the statutory Notice of Where to Get Help. If the notice is wrong or does not have the proper notices then the judge must dismiss it.

See Section H, for more information on notices.

### **50. How are my payments applied?**

Your payments are applied to rent first. Your landlord can apply a new payment to past due rent, but not to fees until the rent is caught up. If you have past due rent, and only pay part of what is owed, your landlord can charge another late fee, because the current month's rent will still be late.

### **51. What is a deposit?**

A "deposit" is any refundable payment that you should get back if you follow the rental agreement. ORS 90.100(42). See questions 51-53 for more information about security deposits.

### **52. Can a landlord make me pay a deposit or last month's rent?**

In most cases, landlords can charge a security deposit and a last month's rent deposit. But if you rent week-to-week, your landlord cannot charge these deposits. ORS 90.100(53). When you pay a deposit or last month's rent, get a receipt that shows what you paid. The rental agreement should also state the amount of your deposit. You can try to

negotiate the amount of the deposit with the landlord. Some landlords will let you make several payments on the deposit instead of paying it all at once. Sometimes you can get help with deposits from local charities or the local housing authority.

For the first year after you move in, the landlord cannot, without your agreement, charge a new deposit or increase the deposit you have already paid, unless you get permission to have a pet (but not an assistance animal). See questions 24-25. After the first year, a landlord can increase the deposit, but must give you at least 3 months to pay it. ORS 90.300(5). See questions 133-137 for information on what happens to deposits when you move out.

### **53. Who gets the interest on a security deposit or prepaid rent?**

Oregon law does not require landlords to pay you any interest on deposits or prepaid rent.

### **54. Can I be charged a deposit to hold a place I think I want to rent?**

You can be charged a deposit to hold a unit before you sign a rental agreement. There must be a written agreement that says when the landlord will keep, or refund, the deposit. If you and the landlord enter into a rental agreement, the landlord must either refund the deposit immediately or apply it to what you owe the landlord. For example, it might be applied to your first

month's rent. However, if you don't take the necessary steps to enter into the rental agreement, the landlord can keep the deposit. If the landlord doesn't take the necessary steps to enter into the rental agreement, they must refund your deposit within 4 days. If the landlord charges a deposit without following these rules, you can sue the landlord for the amount of the deposit plus \$150. ORS 90.297.

### **55. What happens to my rental agreement and deposits if the place I am renting gets a new landlord?**

If an owner sells the place you live, or if a new property manager takes over, they become your new landlord. You and the new landlord must follow the terms of the rental agreement in effect when they bought or took over the place. The new landlord isn't allowed to require you to sign a new agreement with different terms or conditions. The new landlord must account for or return any deposits when you move, even if the new landlord did not get the deposit money from the old landlord. The new landlord must make repairs and follow the law, even if the old landlord did not.

### **56. Can my landlord raise my rent after I move in?**

Your rent cannot be raised for the first year, unless you rent week-to-week. After the first year, unless you have an agreement that limits rent increases or sets the rent for a set term beyond a

year, your landlord can raise the rent once a year after giving you at least 90 days written notice in a month-to-month tenancy, or at least 7-day written notice in a week-to-week tenancy. ORS 90.323.

### **57. How much can my landlord raise my rent?**

Unless you live in subsidized housing, most landlords are not allowed to raise the rent more than 7%, plus the Consumer Price Index, in one year OR 10%, whichever is less. The exact amount the landlord is allowed to raise the rent changes each September. You can look up the maximum amount the landlord is allowed to raise the rent at <https://www.oregon.gov/das/OEA/pages/rent-stabilization.aspx> There are some exceptions to this rule.

If your landlord raises your rent more than allowed, you can sue your landlord for 3x your monthly rent.

### **58. When can my landlord charge me utility or service charges?**

Your landlord can only charge you for utilities if it is in your written rental agreement. If a landlord is billed by a utility company for utility services that are delivered to your rental unit or a shared area, your rental agreement can let the landlord charge you for these services. You do not have to pay for shared utilities or services to a shared area unless that charge is included in your written rental agreement at the beginning of your tenancy.

In most cases, the landlord can only pass through and charge you for your portion of what the landlord is billed by the utility company. The one exception is for subscription service, such as TV, or internet. Then your landlord can charge you up to 10% more than what they are charged, if this does not cost you more than you would to pay if you got the service on your own.

You have a right to see the utility bills. If the rental agreement does not say how your landlord calculates the monthly utility charge, then if you ask, your landlord must let you see a copy of the bill before you pay a utility charge.

If your landlord does not follow this law, you can sue your landlord for twice the amount you were wrongfully charged or one month's rent, whichever is more. ORS 90.315(4).

If you do not pay your utility or service charges you could be given a nonpayment notice. See question 49 for more information about how they work.

### **59. What can I do before I move in about unpaid utility bills?**

If you have not yet moved in and you can't get new utility service because a former tenant or the owner owes money to the utility, you can:

- Pay the bill and deduct it from your rent;
- Reach an agreement with the landlord saying how the bill will be paid (put this in writing!), or
- End the tenancy by telling the

landlord what happened and explaining that you will not keep the unit. If you end the tenancy, the landlord has 4 days to return prepaid rent and your refundable security deposit. If the rental agreement is ended and the landlord does not return money owed to you, you can sue for twice the amount that they should have given you back. ORS 90.315(5).

### **60. What can I do after I move in about unpaid utility bills?**

If you can't get service because a previous tenant or the owner owes money to a utility, or if your utilities are shut off because the landlord was supposed to pay a utility bill and didn't, you can:

- pay the bill and deduct it from your rent; or
- Go to the court and ask the court to tell the landlord to turn the utilities back on; or
- give the landlord a written 72-hour notice (keep a copy!) that says if utility service is not turned back on within 72 hours, you will move out.

If the utility service is not turned on and you move, the landlord must give back your prepaid rent and your refundable security deposits within 4 days. If you move, you can also sue the landlord for the actual harm that you suffered because of not having utilities (like rotten food). If the landlord does

not return your money, you can sue for twice the amount wrongfully withheld. ORS 90.315(8).

If your landlord has in any way

denied you an “essential service,” such as heat or water, you might have other rights. See question 72-73 for details.

## F. Protecting Yourself, Tenants’ Unions, & Retaliation

### 61. When can my landlord enter my rented space?

Landlords can enter the place you rent at reasonable times and frequency. But a landlord must tell you at least 24 hours ahead of time if they plan to come in, unless it’s an emergency or you’ve asked the landlord to make repairs. A landlord can give you the 24 hours’ notice in writing, or verbally.

A landlord must have a reasonable purpose to come in, such as repairs, an inspection, or supplying necessary or agreed upon services. A landlord does not need to give 24 hours’ notice to enter the place you rent or your yard if the landlord is:

- Posting a legally allowed notice on your door (the landlord can go only to the front door, and is not allowed to enter your home);
- Doing reasonable yard work that your written rental agreement requires the landlord to do (the landlord must be reasonable and can enter only your yard, not your home);
- Responding to an emergency, including a repair problem that may cause serious damage to your rental if not fixed immediately (the landlord must let you know who entered,

within 24 hours after the entry);

- Entering with your permission;
- Responding to your written request for repairs. However, the landlord must start the repairs within 7 days of your written request. They can continue to enter without giving new notice to finish the repairs if they are making a reasonable effort to finish the repairs in a timely manner;
- Showing the property to a prospective buyer at reasonable times, if you and the landlord have signed a written agreement to allow showings, separate from the rental agreement, and that went into effect while the landlord was actively trying to sell the property. Otherwise, you are entitled to 24-hours’ notice for a showing; or
- Entering your property with a court order, because of a requirement from a government agency, or after you abandon the property.

If a landlord enters your home without following these rules, you can sue and ask for money for harm caused by the entry or one month’s rent (one week’s rent for weekly tenants), whichever is more. ORS. 90.322.

## **62. When can I deny entry to my landlord?**

You have the right to deny entry to your landlord, but only for good reasons. You should never deny entry without giving the landlord a good reason, and another date and time to enter.

Your landlord can give you a termination notice and potentially evict you for unreasonably denying entry. If you give your landlord a good reason, and another time to enter, it's more likely that you won't be evicted. Good reasons for denying entry include:

- You will be out of town on the date the landlord wants to enter;
- You or someone in your house is sick;
- You have pets in the home that you need to supervise, and you can't get time off work until a later date.

## **63. If I have experienced domestic violence, dating violence, stalking, or sexual assault, how do I change my locks?**

If you have experienced domestic violence, dating violence, sexual assault, or stalking, you can ask your landlord to change your locks. You must pay the cost of the lock change. Unless the person that you want to lock out is on your rental agreement, you do not have to give any evidence that you have experienced domestic abuse, dating violence, sexual assault, or stalking. If the landlord does not change the locks,

you can change the locks without the landlord's permission. You must give a copy of the key to your landlord.

If the person you want to lock out is on your rental agreement, you must give your landlord a copy of a restraining order signed by a judge before the landlord can change your locks. An abuser who was on the rental agreement is partially responsible for any rent owing or damage caused to the unit before they were removed from the unit. ORS 90.459.

However, the landlord can evict you for not paying your full rent, even if the abuser was on the rental agreement. It is not discrimination for the landlord to evict someone for not paying rent, even if the reason for not paying is related to domestic violence, dating violence, sexual assault, or stalking.

## **64. What is a tenants' union?**

It is a group of two or more tenants who have come together to discuss problems such as the need for repairs, complaints about management, signing petitions, or to take other action for tenants. You have the right to organize a tenants' union or to be part of a tenants' union. Your landlord cannot retaliate against you for doing so.

## **65. Do I have to communicate with my landlord in person? How should I communicate with them?**

You do need to be able to communicate with your landlord, but it

does not have to be in person. It is best to communicate with them in writing and keep a copy of everything you send them. A copy of what you sent can be good evidence in court. Some laws require that you mail a notice. If you want to have proof that you sent your landlord a letter you can get a “proof of mailing” from the post office, which costs less than registered mail. If your landlord uses email or texting, try to back up your communications on more than one device so they are secure.

### **66. Can a landlord retaliate against me if I try to enforce my rights or complain?**

Your landlord is not allowed to retaliate by increasing rent, decreasing services, giving you a termination notice, threatening to terminate your tenancy, or going to court to evict you after you:

- Have made any good faith complaint to the landlord about the tenancy (such as the need for repair or a violation of the rental agreement), which is one reason to make all requests or complaints in writing and keep a copy;
- Complain to certain code enforcement agencies;
- Join or organize a tenants’ union;
- Testify against the landlord in court;

## **G. Getting Repairs Done**

### **67. What if there are vermin/bugs/rodents in my place?**

A rental must be free of bugs, trash,

- Win an eviction court case against your landlord within the previous six months, **unless** the win was because the landlord made a mistake with the dates on the termination notice or how the termination notice was served; or
- Do, or say that you will do, something to assert your rights as a tenant under any law. For example, asking for a reasonable accommodation or complaining about needed repairs.

If your landlord violates this law, you can sue and ask for either twice the amount of your monetary harm or two months’ rent, whichever is more. You can also raise retaliation as a defense to an eviction case if you can prove the termination notice was retaliatory.

However, you cannot argue that your landlord retaliated if:

- You owed rent when the termination of tenancy notice was given;
- You or your guests significantly damaged the unit;
- You made unreasonable repeated or harassing complaints; or
- When repairs are needed but they cannot be made while you are still living in the unit. ORS 90.385.

debris, and vermin (meaning rats, mice, or other unwanted pests) at the beginning of the tenancy. After the

tenancy starts, the landlord must continue to keep all common areas, and all areas under the landlord's control, free of rodents and vermin. A unit should be in good enough physical condition that rodents or vermin can't come in easily. If a tenant caused an infestation of bugs or vermin, then the landlord can require the tenant to fix it or pay for it.

### **68. Does my landlord have to make repairs or keep my place up to code?**

The landlord must always keep your place and the shared areas in good repair. They do not have to keep it all up to code. Your unit must substantially have the following:

- Effective waterproofing and weather protection (but full insulation is not required);
- A proper and functioning plumbing system, including sewage disposal;
- Safe drinking water;
- A water supply that can produce safe hot and cold running water from all faucets and appropriate appliances;
- Adequate heating maintained in good working order;
- Safe and functional electrical lighting and wiring;
- Smoke detectors installed and working when you move in (you must test them regularly);
- CO2 detectors installed and working when you move if there is a source of CO2 in the unit or connected to it by a duct, vent shaft, or door;
- Safety from fire hazards;
- Appliances and facilities (like elevators) maintained in good working order if they are supplied or required to be supplied by the landlord;
- Working keys and locks for exterior doors, and window latches for windows that open;
- No garbage, rodents, or vermin in your place or shared areas around the building when you move in, or during the tenancy because of a landlord's action/inaction;
- Garbage containers and garbage service, unless you agree otherwise in writing or unless there is a local ordinance that doesn't require this;
- Adequate plumbing, heating, and electrical equipment kept in good working order;
- Walls, floors, ceilings, stairways, and railings in good repair;
- The place must be clean and in good repair when you move in; and
- The areas under the control of the landlord must be safe for normal and expected use.

In an emergency, like a broken pipe or no heat or electricity, you must tell the landlord right away.

You and the landlord can agree in writing that you will fix specific things if your landlord is not trying to avoid their duty to repair. The written agreement must state the repairs and what you will be paid for making a repair, and it must



be a fair amount. ORS 90.320. Never make any repairs or improvements yourself without written permission from your landlord.

### **69. What can I do if my landlord will not repair my place?**

Ask your landlord in writing to make repairs. Tell them specifically what needs fixing. Keep a copy of this and any other letter or communication that you give or send your landlord.

Once you ask for repairs, your landlord can enter your rental unit without notice if they start making the repairs within seven days after your request. You can limit when the landlord can enter to specific reasonable days or times, but you must make that clear in your written request for repairs.

If your letter asking for repairs does not work, you can go to court, call a lawyer to ask for advice on what to do next, call a building inspector, health inspectors, fire inspectors, or ask your landlord to go to mediation.

### **70. Can I move out because my landlord won't make legally required repairs?**

If your landlord refuses to make legally required repairs, you can end your tenancy. But, if you give notice that you are ending the tenancy and then

can't find a place to move, your landlord can still make you move. To end your tenancy early because of general repair issues, you must give your landlord a written notice describing the legally required repairs and explaining that you will move out on a date at least 30 days after the date of the notice (or 33 days if the notice is mailed) if the repairs are not finished within that time. You must give this notice to your landlord in person or by mail, not by text. After 1.1.2023, you can use email if your written rental agreement allows for it.

If you have a week-to-week tenancy, the notice must explain that you will move out on a date not less than 7 days later (or 10 days if the notice is mailed) if the repairs are not finished.

If your landlord finishes the legally required repairs in a timely way, you will not have legal grounds to end your tenancy. However, if the same repair is needed again within six months of your written notice, you can give the landlord another written notice describing the same needed repair and explaining that you will move out on a date at least 14 days (17 days if the notice is mailed) from the date of the notice. ORS 90.360. Keep a copy of whatever you send/give your landlord.

### **SAMPLE LETTER – Request for Repairs**

[date]

Dear [landlord's name]:

Oregon Law requires landlords to keep rentals in livable condition. The specific repairs needed in my unit to satisfy the law are as follows: [list legally needed repairs, see question 68 for a list of the legal requirements].

I have asked for repairs on [add dates if known]. However, the repairs are not started/finished. I am asking you to either make the repairs or respond to this request for repairs in writing by [date] telling me what you are going to do to finish the repairs and when they will be done. If I do not get an answer from you in writing by that date, I will assume that you are refusing to make the repairs. If the repairs are not started and finished promptly, I plan to enforce my rights as a tenant.

[Include language here if you need to reasonably restrict when the landlord or workers come into your home, such as.... "I work late, and you are not allowed to enter my home until after 11:00 am."].

I understand that it is unlawful for a landlord to respond to my requests for legally required repairs by sending a termination notice, increasing rent, or otherwise retaliating against me in any way. ORS 90.385.

Sincerely,

[your name and address]

### **71. Can I make repairs myself?**

You should not make any repairs yourself, or make any changes such as repainting, without written permission from your landlord.

- latches for windows that can open
- a working stove or refrigerator if your rental agreement includes it.

### **72. What can I do if my landlord does not supply an "essential service" or turns one off?**

An "essential service" means:

- heat
- plumbing
- hot and cold running water
- gas
- electricity
- light fixtures
- locks for exterior doors

An "essential service" is anything that, if taken away, creates a serious threat to your health, safety, property, or makes the unit unfit to live in. ORS 90.100(13).

If the landlord is taking reasonable steps to fix the lack of essential services, but can't finish due to conditions beyond their control, you can't take the steps listed below and need to wait.

If the landlord does not supply an "essential service," and the problem was not caused by you, your family members, or your guests, you have

several options. You must give your landlord written notice (which means written on paper and either mailed first class or given to the landlord personally. After 1.1.2023, you can use email if your written agreement allows for email service) about the problem to enforce your rights.

You can give a written notice to:

- **Seek Substitute Services:** You can replace the essential service during the time that the landlord does not supply the service, and deduct that cost from your rent;
- **Seek a Reduction in Rent:** You can ask for money for reduction in value of your place or damage caused by your landlord's failure to supply an essential service.; or
- **Seek Substitute Housing:** If the failure to supply an essential service makes your rental unit unsafe or unfit to live in, you do not have to pay rent for the time the landlord did not supply the essential service. You can also seek money from the landlord for the fair cost of similar housing.

To do any of the three things listed above, you must first give your landlord a written notice. Describe the lack of the essential service and say that you plan to

seek a substitute service (as outlined above) if your landlord does not fix the problem in a reasonable amount of time. Give your landlord a reasonable specific date to fix the problem. The notice must be given to your landlord in person or sent by regular first-class mail or after 1.1.2023, emailed if your written agreement allows for email. You cannot use text messaging. ORS 90.365(1).

### **73. Can I move out if my landlord does not supply an “essential service”?**

Your landlord's failure to supply an essential service might allow you to end your tenancy. How you do this depends on how serious the problem is. If the landlord's failure to supply the essential service poses an “imminent and serious threat” to your health, safety, or property, you have the right to end your tenancy and move out quickly. To do this, you must give the landlord a written notice that says that you are moving out in no less than 48 hours (or 5 days if the notice is mailed) unless the problem is fixed in that time. ORS 90.365. You can also give a regular termination of tenancy notice. If you give notice and do not move, the landlord can take you to court.

Here are some sample letters covering various essential services issues. Keep a copy of whatever you send in your records as proof that you asked in writing.

**SAMPLE LETTER – Lack of Essential Service—Basic Notice to Landlord**  
[date]

Dear [landlord's name]:

My rental unit is lacking the following essential service(s). [Describe what essential service or services you do not have in your place.]

[If you already asked the landlord to fix the problem list when you did that, you can say something like "On May 1, 2 and 3 I asked you for these repairs already].

You have failed to supply these essential service(s) and I have a right to, and may get, substitute services, a reduction in rent, compensation for harm I have suffered, and substitute housing if you do not reasonably fix the problems and supply the essential service(s) that are now lacking in my home.

I am giving you a reasonable amount of time and reasonable access to my rental unit to restore the essential service(s). Please restore the essential service(s) by: [specify date to get the repairs started that is reasonable under the circumstances].

Sincerely,

[your name and address]

### **SAMPLE LETTER – Lack of Essential Service — 48-hour Notice of Intent to Terminate Tenancy**

[date]

Dear [landlord's name]:

There is/are a serious problem(s) with my rental unit. [Describe in detail the lack of the essential service(s).]

Because of this problem/these problems, there is a serious and immediate threat to my health, safety, or property. [If you already asked the landlord to fix the problem list when you did that, you can say something like "I asked you for these repairs already on X date."]

If you do not give me the essential service(s) listed above and if this presents an imminent and serious threat to my health or safety and my property I can move out if the problem is not fixed within 48 hours. This letter is my notice that I will move out and terminate/end the rental agreement if the problem described above is not fixed by [date and time—48 hours from the time you deliver the letter, add 3 days if you mail it].

Sincerely,

[your name and address]

**74. Should I withhold rent if my**

**landlord violates the law or doesn't**

### **make legally necessary repairs?**

Tenants should never withhold rent unless they also save the money and are ready to pay the rent to the court if required in a court case to do so.

You should talk to a lawyer before withholding rent. If you do withhold rent, do not spend the money.

Never withhold rent without having copies of written repair requests that you've sent to your landlord.

If you have asked your landlord to make a required repair and the landlord has not made the repair in a reasonable time, you have the legal right to withhold rent. If you do withhold rent, it's very likely that your landlord will give you a termination notice for nonpayment and might file an eviction case against you. You might have counterclaims or a defense to the eviction. But you will have to go through a court case, prove to a judge that you were withholding rent for a good reason, and could have to deposit the rent amount with the court.

If you do decide to withhold rent, do not spend the money. You should withhold less than the full amount of rent, rarely more than half of it. Think about how much of your home is unusable because it needs repairs. For example, if 1 of 3 bedrooms is unusable, that might be about 20% of the house, so you would only withhold 20% of the rent. However, your landlord can reject a partial rent payment if you are withholding part of the rent.

Before you can sue a landlord or ask the court to force repairs, you must first give the landlord notice of the problems and a reasonable time to make repairs. If the problem was not caused by you or someone in your control, you can sue and ask for compensation for any harm you suffered and to pay you back for the reduced rental value. This is often safer than withholding rent.

### **75. If I withhold rent, can my landlord terminate my tenancy?**

If you withhold rent, your landlord will likely give you a notice of nonpayment. If you do not pay the full rent on time, they can file an eviction court case against you. During the eviction case, the court might order you to deposit the withheld rent into court. In that case, the court will hold the rent, and decide in the court case who is entitled to how much of it. If you didn't save the rent money and can't deposit it with the court if ordered, you will probably lose and be evicted. If you have followed all the right steps, you might have a defense against an eviction, but you will have to prove to the judge that you withheld rent for a good reason.

During the eviction case, you must be ready to continue paying rent to the court. You will need to file an "Answer" describing the serious need for repairs, prove that there were serious problems that you did not cause, and that the landlord knew about the need for repairs and didn't fix the problems.

If you pay the full amount stated in the nonpayment notice before judgment, you should not be evicted.

See question 49 for nonpayment notices.

*Withhold rent only if you are willing to fight an eviction case for nonpayment of rent. You should only withhold that part of the rent that is equal to the part of the home you can't use. Keep all the withheld rent. Talk to a lawyer before withholding rent. A lawyer might be able to help you file a case with the court to force the landlord to make repairs in a way that is safer for you than withholding rent.*

### **SAMPLE LETTER – Notice of Rent Withholding**

[date]

Dear [landlord's name]:

Since moving in on [date], we have discussed needed repairs on [describe events and dates]. Oregon law requires landlords to maintain/keep rentals in livable condition, and the requirements are quite specific. ORS 90.320. The specific repairs to my unit needed to satisfy the law are as follows: [list needed repairs in detail].

This letter is to give you notice that I will not be paying \$ [amount] of my rent until you make real efforts to finish the above-listed repairs. Please respond in writing by [date] telling me when these repairs will be started. If I do not get an answer from you by that date, I will assume that you are refusing to make the repairs. If the repairs are not started and finished promptly, I plan to enforce my rights as a tenant.

Sincerely,

[your name and address]

#### **76. Can I hire someone to do repairs and deduct those costs from my rent?**

If the legally required repairs can be done for less than \$300, and you follow the right steps, you might be able to pay someone to make the repairs and deduct the cost from the rent. ORS 90.368. Before paying for the repairs and deducting the cost from your rent, you

must give your landlord a written notice that you plan to do so. If you try to repair and deduct the cost from your rent, but do it wrong, your landlord might be able to terminate your tenancy for not paying the full rent.

#### **77. What are the steps to repair something and deduct it from my rent?**

If you decide to repair and deduct, you must follow all these steps:

1. You must tell the landlord, in writing, what needs to be repaired. You must tell them that if the repair is not made within no less than 7 days (or 10 days if mailing your notice) you will have the repair made and deduct the cost from your rent. Before sending this sort of letter, call the landlord and try to get the landlord to agree to make the repair, or to agree **in writing** to you having it done. Keep copies of all letters;
2. The repair must be ones that the landlord is legally required to do;
3. The total costs of the repair must not be more than \$300;
4. You cannot do the repair yourself. You must hire someone to do it;
5. The problem that needs to be repaired must not have been caused by you, your family, your guests, your animals, or other tenants;
6. The work must be done in a professional manner. If the person you hire to do the work damages the property, the landlord can require you to pay for the damage;
7. The landlord can specify the person you must use to do the repairs; and
8. You must give the landlord a written receipt or invoice from the person who made the repair that says how much it cost. ORS 90.368.

*This letter assumes that you have already communicated with your landlord about the repair, and it isn't fixed. You can limit the landlord to reasonable times/dates of entry, see questions 61-62. Keep a copy of anything you send for your records.*

### **SAMPLE LETTER – Notice of Repair and Deduct for Minor Problems**

[date]

Dear [landlord's name]:

Oregon Law requires landlords to keep rentals in livable condition (ORS 90.320). In my unit the [explain the thing that needs to be fixed] needs to be repaired.

I have asked for this repair on [add dates if known]. The law says that if you do not make this repair, I can have a professional do it and deduct up to \$300 for the cost of the repair from my rent. ORS 90.368. If you have not taken steps to fix the problem within [10 days from the date I mailed this letter] or [one week from when I hand you this letter], I will get the work done by a professional and make the proper deduction from my rent.

Sincerely,

[your name and address]

**78. If I contact a building or code inspector, can my tenancy be terminated?**

Your landlord cannot legally evict you in retaliation for your calling a building or code inspector, unless you're behind on rent. But if the landlord tries to evict you, you could have to go to court to prove that the landlord is evicting you in retaliation for your complaints.

You should always get written proof of your communications with a building or code inspector.

Sometimes an inspector will require a landlord to make repairs. But there are risks with calling an inspector while you are still living in the unit. The inspector could also force you to move if the unit is very dangerous. Sometimes a landlord might decide to stop renting the unit.

**79. Can my landlord bill me for repairs?**

If you, your family, your animals, or your guests cause damage to the place that is beyond normal wear and tear, your landlord can require you to pay for the repairs, even while you are still living in the unit.

The landlord cannot charge you for repairs if the damage was caused by an incident of domestic or dating violence, sexual assault, or stalking and you were the survivor/victim and not the perpetrator. ORS 90.325(3).

If you do not pay for the damages your landlord might give you a notice

terminating your tenancy. See questions 49, 94-95.

**80. If I have experienced domestic violence, dating violence, stalking, or sexual assault, do I have to pay for repairs or damage done by my abuser?**

Your landlord is not allowed to charge you for damage to the unit caused by your abuser, so long as you can "verify" that you experienced domestic violence, dating violence, stalking, or sexual assault. The "verification" of the abuse can be:

- A restraining order or protective order signed by a judge;
- A court record of conviction for domestic violence, dating violence, stalking, or sexual assault;
- A police report about an act domestic violence, dating violence, stalking, or sexual assault; or
- A statement signed by a qualified third party (law enforcement officer, attorney, licensed health care professional, or victims' advocate at a victim's service provider) saying that you have experienced abuse within the past 90 days. ORS 90.325(3).

This rule applies only to damage done by the abuser or perpetrator, not to other damage caused by animals or other people.

## **H. The Landlord Wants You to Leave:**



**If you get a termination of tenancy notice, or eviction papers from a court, you should contact a lawyer as soon as possible. Until at least December 31, 2023, you can contact the Eviction Defense Project at (888) 585-9638. Contact information for legal aid offices is at the end of this booklet (not all legal aid offices take these cases).**

**It's very important that you appear (show up) in court on the date and time stated in any court papers. If you do not appear in court, your landlord will likely automatically win and you will be evicted, even if you could probably have won the case or the landlord is wrong. Be sure to tell your landlord, preferably in writing, if and when you move.**

### **81. How does a landlord force someone to leave their rental unit?**

Before a landlord can make you leave, the landlord must give you a legal written termination notice. The notice must give a specific date for you to move out. The notice must be on paper, and either given to you personally, mailed to you by first class mail, or taped to your front door with a copy sent by regular first-class mail. A landlord cannot end your tenancy and force you to leave through text message, or by talking to you in person. After 1.1.2023, if you have a written agreement for service by email, your landlord can use first-class mail with email.

Even if you have a rental agreement that expires on a specific date, your landlord is still required to give you a notice stating that your tenancy will not be renewed. The landlord must give you this notice at least 30 days before the end date of your rental agreement. If you have lived in your place for more than a year, your landlord is not allowed to refuse to renew your tenancy without

giving you a reason.

If you get a written notice telling you to move, have a lawyer review it to see if it is a legal notice. If the notice is wrong, you might be able to fight an eviction in court.

**Getting a termination notice is not the same thing as an eviction. Your landlord is never allowed to force you to move out until there is a court order.** If you get a termination notice, that does not mean you have to leave right away. It is up to you whether you decide to move out. If you think the notice is wrong/unlawful you can decide to stay and fight.

### **82. What happens if I don't move out by the date listed in a termination notice?**

What happens depends on what kind of notice you get. If you get a nonpayment notice you have more rights than if you get other kinds of notices. If you decide to move, be sure to tell the landlord when you do so.

If you don't move out on time, until

there is a valid court order evicting you, the landlord **cannot**:

- change the locks;
- shut off the utilities;
- remove your property;
- call law enforcement;
- have you arrested; or
- threaten to do any of these things.

Landlords must first go to court and get an order signed by a judge before they can force a tenant to move out.

If you stay past the termination date on your notice, the landlord can file an eviction case against you in court. If your landlord takes you to court for eviction, you will get legal papers, including a “Summons” and “Complaint.” These papers will tell you when to go to court for First Appearance.

You **must appear in court** on the first appearance date. **Even if you move out** before the court date, you must still go to court to tell the judge you moved out. If you don’t show up in court, the landlord might win automatically, even if you’ve already moved out, and this will put an eviction on your record. You might also be ordered to pay your landlord’s court costs.

### **83. If I got a termination notice, does that mean I was evicted?**

You are not evicted unless a judge signs a court order saying that you must leave. If you get a written termination notice and move, that is **not** an eviction. If a future landlord asks if you have been

evicted, and the case was never filed in court (whether or not you went to court) then you were not evicted.

If your landlord files an eviction case against you in court, you have the right to a trial. For more information about eviction court cases see Section I.

Only the sheriff, with a court order, has authority to physically remove you. Your landlord cannot force you out without taking you to court.

### **84. What can I do if I am elderly, have children, or have a disability and my landlord wants me to move?**

Your landlord can still terminate your tenancy you even though you are elderly, have children, or have a disability. However, it is illegal to **discriminate** against people and terminate their tenancy because they have children or a disability. See Section B for information about discrimination.

You can call social service agencies, churches, or other resources where you live to see if you can get an emergency grant to help pay your rent if you are behind, or for help moving. If your tenancy is being terminated for cause, and the “cause” is due to the children or disability (for example, if you need an assistance animal) you might have other options and could be able to fight the termination of tenancy. See Section B.

### **85. Can my tenancy be terminated if I have paid my rent?**

Even if you pay your rent, your tenancy could be terminated if your landlord gives you proper written notice about something that isn't related to your rent. If you have been given a termination notice and the landlord accepts a rent payment that covers a time past the moveout date on the notice, you can still be evicted if the landlord returns the extra rent to you within 10 days of getting it. ORS 90.412, 90.414.

### **86. What if my landlord locks me out or shuts off my utilities?**

The only legal way your landlord can force you out of your home is if they go to court and get an order telling you to leave. If the landlord locks you out without a court order, tell the landlord that is illegal and ask to be let back in. If the landlord refuses to let you back in, you can call the police. The police will sometimes help, but sometimes they will say that it is a civil issue (not criminal) and that they will not help you.

If the police won't help, you should talk to a lawyer if possible. But, if you have not been evicted by a court, you legally can get in through a window or another door. You might have to prove that you are a tenant if you do this. If possible, have a copy of your rental agreement or mail sent to you at your address with you. If you are on parole or probation, check with your parole or probation officer before you try to get in through a window or another door.

If your landlord changes the locks, shuts off utilities, or takes a similar out-of-court action to force you to move, or if the landlord threatens to do those things, you can sue the landlord. You can ask the court to tell the landlord to let you back in and turn utilities back on. You can ask for two months' rent or two times your expenses for any harm you experienced, whichever is more. You can also sue for another month's rent or for any other harm you suffered if the landlord entered your home illegally (for example, to change the locks). ORS 90.375; 90.322.

### **87. What if my place is posted for code violations?**

If a government inspector posts your place as unsafe and unlawful to occupy, you can get a 24-hour notice to move out, unless the problems were caused by the landlord or by the landlord's failure to maintain the place. The landlord must then return, within 14 days, the entire security deposit, all prepaid rent, and prorated rent paid for the month that the tenancy is ended. Landlords are not allowed to rent a place that has been posted as unsafe until the problems are properly fixed. Tenants can end tenancies for unsafe places. If your place is posted as unsafe, and you didn't cause the problem, you might be able to sue your landlord for your harm. Landlords can rent a place that has been posted as safe, but unlawful (for example it doesn't have permits), if they tell you it

is unlawful in writing and in the correct ways. ORS 90.380.

### **88. How does a landlord give a termination notice?**

All termination notices must be in writing, there are no exceptions. If the notice is not written, it isn't a termination notice and you can't be evicted based on it. ORS 90.155, 90.160.

There are only three ways that a landlord can deliver a termination notice. The landlord can:

- Hand-deliver the termination notice;
- Mail it to your address by first class mail (adding 3 days); or
- Put the notice on your door and mail you a copy (only if correctly included in your written rental agreement).

The notice must say the date you have to move to avoid going to court. If the notice is handed to you, the notice period starts to run right away.

If the landlord puts the notice on your door and mails you a copy, then the notice period starts either when the landlord mails the notice or on the day the landlord posts and mails the notice, whichever is sooner. However, a landlord can only use post and mail to serve you if your written rental agreement allows it and has the current address for service on your landlord.

If the notice is only mailed to you, the landlord must add 3 days to the length of time you have to move out before the landlord has the right to go to court to

try to evict you.

If you move out after you get a notice, tell the landlord in writing that you've moved. Be sure that you return any keys that you have. You should also give the landlord a mailing address to return your security deposit.

### **89. What if my landlord gave me a termination notice in a different way, not listed here?**

Any other way that the landlord gives you a notice of termination (such as text, orally, or by certified mail) is not valid. If you can prove that the landlord gave you the termination notice in the wrong way, you might be able to fight the eviction based on that bad notice.

### **90. I just got a notice from my landlord, what do I do?**

Each different kind of termination notice must follow different rules. If a notice does not follow all the rules, you might be able to fight the eviction.

The first thing to do is figure out if you have a warning, a notice of violation, a termination notice, or a court summons. Each is discussed below.

#### **Warning notices/Notices of violation**

If you get a warning or a notice of violation, then the landlord is probably saying that you are breaking a rule. If you have a written rental agreement, the rules should be in the rental agreement. Read the warning and the

rules and try to follow them. If you can't follow the rule because of a disability, you might be able to ask for a reasonable accommodation. See questions 24-26.

Do not ignore warning notices! If you have a fixed term rental agreement (like a lease for a year), the landlord can refuse to renew your lease if you get more than two warning notices during a year. If the warning notice says you need to do or stop doing something, make sure you fix the problem, and tell the landlord that you have fixed it. You should also get proof that you have fixed the problem. Proof could be pictures or a written confirmation from your landlord that the problem was fixed.

### **Termination notices**

These are not a court summons, but tell you either to move or to fix some sort of problem. There are several different kinds of termination notices. Try to figure out what kind of notice it is, it will often say on the top of the page.

**A "no cause" notice** means you didn't do anything wrong. Your landlord cannot give a no cause notice during a fixed term tenancy (like a lease). Your landlord cannot give you a no cause notice if you have a month-to-month tenancy that's lasted more than one year, and everyone living with you has also lived there for more than a year. See questions 91-92.

**A "for cause" notice** means that the landlord says you broke a rule. If it is a "for cause" notice, then in many cases

you can fix the problem/s and stay in your home. See questions 94-98.

**A Nonpayment notice** is one kind of for cause notice and can be used by a landlord when you fail to pay a fee, rent, utility or service charges, or damages. See question 49.

**A "landlord cause" notice.** If you have a tenancy that's lasted more than one year, your landlord can only give you notices for cause or if the landlord has one of these reasons:

- The landlord is demolishing the unit or converting it a nonresidential use;
- The landlord is repairing or renovating the unit, AND it is now unsafe or will be unsafe during repairs or renovations;
- The landlord or a member of their immediate family are moving in, and the landlord doesn't have another similar unit in the same building that is available for occupancy when you get the notice; or
- The landlord is selling a single unit to someone who is going to make it their main home. The notice must include written evidence of the offer to buy the unit within 120 days after accepting the offer.

If the landlord uses one of these reasons, the notice must include both the reason you are getting the notice and "supporting facts." ORS 90.427(6). If a landlord ends your tenancy for any of these reasons, and the landlord has an ownership interest in five or more units,

then they must include a check for one month of rent when you get the notice. You still have to pay rent. If a landlord breaks these rules, you can sue them for 3 months' rent, plus any harm you suffered. You might also be able to fight an eviction because of the bad notice.

### **Court Summons**

**A Court Summons** should include a copy of the eviction paperwork and a copy of the termination notice. This means that your landlord has filed an eviction against you in court. If there is an eviction filed against you, you can contact the Oregon State Bar to try to find a lawyer. If your income is low, you can contact the Eviction Defense Project at (888) 585-9638, or your local legal aid office. You are not guaranteed a lawyer in an eviction case.

If you get a court summons, you must go to court on the date and time stated on the summons. If you do not go to court when you are supposed to, you could lose automatically and be evicted. Tell your landlord in writing when you move.

### **91. Can a landlord give me a no-cause notice during my first year of living someplace?**

If you rent month-to-month, your landlord can give you a no-cause 30-day termination notice only in the first year you and everyone else in your rental live there. It is 33 days if mailed and not posted. If you have lived there for a year or more, you cannot be evicted without

cause. But if someone new moves into your place, then the first year starts over again, and the landlord can give a no-cause notice for another year.

If you live in Portland, your landlord must give you a 90-day no-cause notice (93 days if mailed and not posted) no matter how long you have lived there. Some other cities, including Milwaukie, have similar laws.

If you rent week-to-week, your landlord can give you a 10-day no-cause notice (13 days if mailed and not posted) regardless of how long you have lived there.

A landlord is not allowed to retaliate or discriminate against you by giving you notice, as explained in question 66.

If you own your home and rent only a space in a mobile home park or marina, or if you live in some kinds of government-funded housing, the landlord can never use a no-cause notice, even during the first year of your occupancy. ORS 90.427.

### **92. Can my landlord give me a no-cause notice after my first year of living someplace?**

If you have lived in a place for a year or more, your tenancy can be ended only "for-cause." ORS 90.427. This can be either because you did not follow the rental agreement or for specific landlord reasons. See questions 49, 94-102 for more information on different kinds of for-cause notices.

### **93. Can my landlord refuse to renew a fixed term lease?**

If you have a fixed term tenancy (like a one-year lease) and your landlord has given you three or more violation notices of in the past year, then your landlord can refuse to renew your lease. ORS 90.427(7). The landlord must give you notice at least 90 days before your lease would end. The notice must say that you had three or more notices of violation. Then you automatically must move at the end of the fixed term.

### **94. How does a for-cause notice work?**

Your landlord can give you a 30-day for-cause notice (33 days if mailed and not posted) with the chance to fix the problem. The notice must describe a serious violation of the rental agreement made by you, your household members, your animals, or your guests. If the notice says the problem is “ongoing” (such as unpaid money, an unauthorized roommate or stuff in the yard) you must get at least 14 days to fix the problem. If the problem is “not ongoing” (a loud party, for example), your landlord can require you to fix the problem right away and not do whatever it was again.

If you fix the problem within the time set in the written notice to do so, then your tenancy continues. However, if you do not fix it within the time set (even if you fix it later), the landlord can evict you.

If it is a 30-day notice for nonpayment of damages, you must pay

within the cure period. If it is a 30-day nonpayment notice for money other than damages, you could have extra time to pay. See Question 49.

If you cause the same problem within 6 months after receiving a 30-day for-cause notice, the landlord can give a 10-day notice (13 days if mailed and not posted) without allowing you to fix the problem.

### **95. How does a for-cause notice work in a week-to-week tenancy?**

Your landlord can give you a 7-day for-cause notice (10 days if mailed and not posted), that gives you an opportunity to fix the problem within in 4 days. If you cause the same problem within six months, the landlord can give you a 4-day notice ending your tenancy and not letting you to fix the problem. ORS 90.392.

### **96. When can a landlord remove an unlawful occupant, or terminate my tenancy for having a guest?**

If the original tenant has moved out, and you are subleasing in violation of a written rental agreement that prohibits subleasing, and the landlord has not knowingly accepted rent from you, the landlord can give you a 24-hour termination notice (add 3 days if mailed and not posted). ORS 90.403.

If the original tenant has not moved out, but you have moved in with them and the rental agreement limits who can stay in the rental, the landlord can give a 30-day for-cause notice to the tenant. If

the tenant does not cure the problem, by either having you move out, or getting you on the rental agreement, the landlord can terminate the tenancy.

A landlord can give a termination notice based on an unauthorized occupant even if the occupant or guest doesn't live in the rental full time or has another place to live. Read your rental agreement. Many rental agreements allow a landlord to terminate a tenancy if the tenant has someone stay with them for more than a set number of days in a year. Some rental agreements say that a person is an unauthorized occupant if they stay in the rental for a substantial time. Even if the person staying with you is a family member or a child, you could get a termination notice if they stay with you often, and your rental agreement limits the amount of time you can have people stay with you.

If you need someone to stay with you for longer than the time allowed because of a disability, you can ask your landlord for a reasonable accommodation. See questions 24-26. Your landlord can screen someone who you are asking to have stay with you for their rental and criminal history, but not for financial eligibility. They are usually not added to the rental agreement.

Landlords can require that a guest leave the property if the guest causes a problem or breaks the rules. If you allow or invite a guest back onto the property after the landlord has told them to leave, the landlord could give you a

termination notice.

### **97. What if a notice is about a pet or other animal on the property?**

If you are keeping an animal in violation of the rental agreement, your landlord can give you a 10-day notice to remove the animal or move (13 days if mailed and not posted). ORS 90.405.

An assistance animal (service or companion) that you or anyone in your home needs due to disability is not considered a "pet." If you take the right steps, you should avoid your tenancy ending for violation of a "pet" rule. But you can still be evicted for an assistance animal if you don't take the right steps. If you have an assistance animal in the unit, you need to tell your landlord that the animal is not a pet because it is needed for a resident's disability and ask for a reasonable accommodation. See questions 24-26.

Even if you get permission to keep an assistance animal as a reasonable accommodation, the landlord can require you to get rid of the animal if it violates the rules. You must clean up after your assistance animal. You must prevent the animal from damaging the rental. And you must keep your animal from making too much noise.

### **98. What if my animal causes problems on the property?**

You can get a 24-hour notice (plus 3 days if mailed and not posted) if your pet or assistance animal:



- Seriously harms someone on the premises, other than you;
- Seriously threatens to harm someone on the premises, other than you; or
- Causes major damage to the unit on more than one occasion.

This notice must describe the incident and tell you that if you remove the animal from the unit before the end of the 24-hour notice period you can stay in the unit. If you do this, but then bring the animal back later, the landlord can give a new 24-hour notice (add 3 days if mailed and not posted) to move, without giving you another chance to remove the animal. ORS 90.396.

### **99. What if I owe rent?**

In a month-to-month tenancy landlord can give you a 10-day written notice to pay rent or move after your rent is more than 7 days late. Or your landlord can give you a 13-day written notice to pay rent or move after your rent is more than 4 days late.

If you rent week-to-week, your landlord can give you a 72-hour notice if your rent is more than 4 days late.

The landlord must give 3 more days for you to pay or move if the notice is only mailed. If you pay, your rent is due in full. ORS 90.394.

After giving you a Nonpayment of Rent Notice, the landlord must accept full payment of rent, even if they refused it in the past. The landlord must accept your payment or payment made for you by anyone or any agency. The landlord is

required to reasonably cooperate with any rental assistance program. If your landlord refuses to accept the amount of rent stated in the Nonpayment Notice or does not cooperate with a rental assistance agency, then any eviction based on that nonpayment should be dismissed.

The landlord does not have to accept a partial payment of rent. If the landlord accepts partial payment of rent after giving you a 10 or 13-day notice, the landlord cannot evict you for nonpayment of rent that month unless you have a written payment plan, and the partial payment is part of that. ORS 90.415.

### **100. Can my landlord evict me for nonpayment if some part of the rent was paid for the month?**

If you are a Section 8 tenant, your landlord can accept the Section 8 rent assistance payment and can still evict you if you don't pay your part of the rent. ORS 90.412, 90.414.

If you are not a Section 8 tenant, and the landlord accepts part of the rent, the landlord is not allowed to evict you during the same month using a 10 or 13-day notice, unless you agreed to pay the balance on a specific day and then did not pay it. If your landlord accepted part of the rent after serving a 10 or 13-day termination notice, it is harder for your landlord to evict you.

Your landlord has not "accepted" the partial rent payment if they refund

the rent within 10 days of getting it. The refund can be by personal delivery or sent by first-class mail (mailed within the 10 days). The refund can be in any form of check or money—the landlord doesn't have to return your check.

### **101. How should I pay rent if it is late?**

If the landlord has given you a nonpayment of rent notice, you should either pay in person and get a written receipt, or pay electronically, through a portal or bank transfer.

If the nonpayment of rent notice was personally delivered to you or posted on your door and then mailed, AND if your written rental agreement requires, AND if the nonpayment of rent notice says that you must, then you must take (not mail) the rent to either someplace on the premises or the place you always pay rent. This specific place to pay the past due rent must be available to you throughout the notice period. ORS 90.394. If the notice doesn't say where to pay, then you can pay as usual.

Because mail can be slow and you should always get a receipt when you pay rent, it is better not to pay rent by mail unless you must. A money order receipt does not prove payment.

### **102. What is a 24-Hour notice for injury, threats, substantial damage, or extremely outrageous acts?**

Your landlord can give you a 24-hour notice (add 3 days if mailed and not posted) if you, your pet, someone you

invite, or someone in your control:

- Cause substantial personal injury to others on the premises;
- Seriously threaten to cause personal injury;
- Recklessly endangers a person on the premises;
- Causes major damage to the premises; or
- Commits any other act that is outrageous in the extreme on, or very near, the premises. ORS 90.396.

“Someone in your control” means any person that you allow to come to your place or on the property when you know or should know that they are likely to commit an act that could justify a 24-hour notice. If someone like this will not stay away or it is not safe for you to tell them to leave you might want to get a protective order against them. Your local domestic violence program might be able to help you with a protective order.

“Outrageous acts” include (but aren't limited to) drug manufacturing or delivery, gambling, prostitution, burglary, or intimidation. The act must be extreme or very serious. If the act is not very serious, the landlord can use a 30-day or a 10-day notice but not a 24-hour notice to evict you.

### **103. Can I be evicted if I have experienced domestic violence, dating violence, stalking, or sexual assault?**

If you have experienced domestic

violence, dating violence, stalking, or sexual assault, your landlord is generally not allowed to terminate your tenancy because of that abuse. Also, your landlord cannot terminate your tenancy because of criminal activity or police contact related to the abuse when you were the victim. However, your landlord can terminate the tenancy if the landlord has given you a written warning, and the person who abused you is not a tenant, if:

(1) you allow the person to stay on the property, and the person is an actual and imminent threat to the safety of others on the property, OR

(2) you allow the person to live with you without the landlord's permission. ORS 90.453.

#### **104. Can my landlord evict someone who has committed domestic violence, sexual assault, or stalking against another tenant?**

Landlords can end the tenancy of a tenant who has committed a criminal act of physical violence related to domestic violence, sexual assault, or stalking against another tenant (even if no charges are brought). The landlord must give a 24-hour written notice specifying the criminal act and when the person who committed the criminal act must move out.

The landlord can only give this notice to the person who committed a criminal act. The landlord cannot end the tenancy of other people living in the

unit. ORS 90.445.

After the termination, the landlord cannot require the remaining tenants pay more total rent or fees due to the removal of the perpetrator. However, the remaining tenants are responsible for paying the full rent. See questions 28, 63, & 104, and 123 for more information about survivors' rights.

#### **105. When can I be evicted from drug- and alcohol-free housing?**

There are special rules that define when a place is actually legally qualified to be drug and alcohol-free housing. See question 8 for the qualifications and figure out if you actually live in "drug- and alcohol-free housing." If so, then they can terminate your tenancy more easily than regular housing. If you have lived there less than 2 years, your landlord can give you a written 48-hour termination of tenancy notice for consuming, having, or sharing drugs or alcohol on or off the premises. The notice must tell you what you did wrong and give you 24 hours to fix the problem. If you correct the problem within 24 hours, then you can stay. ORS 90.398.

If you have or use drugs or alcohol again within 6 months after receiving a valid 48-hour notice, the landlord can terminate your tenancy with a second 24-hour notice but without giving you any chance to fix the problem. ORS 90.398.

If you live in a group recovery home

(such as Oxford Houses) and have used or had alcohol or drugs in the past week, the home can have a police officer remove you from your housing with a 24-hour notice if there is proof of relapse. The landlord must give you written notice explaining why you are being removed and the deadline for move-out (which must be at least 24 hours after the notice is served). The home must allow you to follow any emergency departure plan previously agreed to when you were accepted to the group recovery home. See question 8 for the definition of this type of unit.

#### **106. Can I fight my removal from a group recovery home?**

You have the right to challenge the removal. If a court finds that the group recovery home misused the removal process, you can sue for 3 months' rent and the right to move back in. ORS 90.440.

#### **107. What notice should I get if my**

## **I. Court and Court Cases**

#### **108. What happens if I don't move out after getting a written termination notice?**

You cannot legally be forced out by police (trespassed), locked out, have your utilities cut, or have other services reduced unless your landlord has gone to court and a judge has signed an

#### **landlord wants to convert my place into a condominium?**

Before a landlord can convert your unit into a condominium, the landlord must give you a 120-day notice of termination. This notice must tell you:

- About rent increase restrictions;
- That financial assistance that may be available to help you buy the unit;
- That you can't be evicted without cause during the 120-day notice period; and
- Must include an offer to sell the unit to you.

During the 120-day notice period, the landlord cannot evict you without cause. Rental increases are quite limited. There are also limits on what the landlord can do to the shared areas during the 120-day period. You can recover damages of up to 6 times the monthly rent if your landlord violates these provisions. ORS 90.493, 100.305.

eviction order against you.

If a landlord gave you a termination notice, and you did not move out by the termination date on the notice, the landlord can sue you. This is called a "Forcible Entry and Detainer" (FED). FED is the technical name for an eviction court case.

If the landlord files an eviction case

against you, a sheriff or process server will give the court papers to someone who answers the door at your home or tape the papers to the door and mail a copy later. The papers will tell you when and where you must go for court for the First Appearance. If you move, you must tell the landlord you moved (preferably in writing) and should turn in the keys.

**If you do not appear in court on time your landlord can automatically win, even if you've already moved out. But the landlord is also required to tell the court if you have moved, if they know that you have moved.**

If you move out after you get court papers, you should still go to court to tell the judge yourself you moved. If you have moved out and returned the keys, the case should be dismissed, and can be removed from your record.

### **109. What happens at the First Appearance in court?**

The process when you arrive in court depends on which county you live in. You should never bring any weapons to court. Some courts do not allow cell phones in the courtroom. Once you are in the courtroom, your name will be called. In some counties, you will be asked if you want to try mediation. If offered, mediation is a good chance to try to work out a reasonable deal that you can keep with the landlord.

Even if there is no mediation in your

county, many eviction cases get settled by an agreement between the landlord and the tenant.

At the first appearance, you can:

- Ask the judge to dismiss the case if the landlord does not show up;
- Tell the court you have already moved and ask for dismissal;
- In a non-damages Nonpayment cases, you can pay what is listed in the notice and ask for dismissal. See question 49.
- Make an agreement that you are absolutely sure you can keep with you landlord to resolve the case; or
- Tell the court you want to go to trial if you have a defense to the eviction (a legal reason you should get to stay in your rental, such as the notice being wrong in some way).

If you enter into an agreement, you must follow it 100% or you will probably be evicted. See question 115.

If you and your landlord can't reach an agreement, or if you have a defense to the eviction, you must ask for a trial. The judge won't listen to your argument about the case at the First Appearance.

To ask for a trial, you must fill out an Answer form, which the court will give you. Use it to list your defenses (reasons why your landlord legally can't make you move). Give the court the original, and give or mail the landlord a copy. You must do this on the same day that you first go to court.

If the court clerk does not give you

the trial date when you turn in your Answer, check your mail daily and answer your phone so you don't accidentally miss it.

Evictions are a complex process. Please refer to our other pamphlet, "How to Defend an Eviction in Oregon" for more information and instructions on how to protect your housing at an eviction trial.

**110. Do I have to pay court fees if I sue my landlord or if they sue me?**

If you cannot afford the filing fee for any court case, you can ask the court for a fee waiver or deferral. Fill the forms out carefully and completely. If you receive public benefits, you will usually not have to pay any filing fees.

**111. What happens at trial in an eviction?**

If you ask for a trial, then a second court date will be set. That will be your chance to tell the judge your side of your case, present evidence, or explain that you have a defense, such as an invalid termination notice.

Trials are too complicated for this pamphlet. See our "Renter's Handbook on Evictions in Court."

**112. What happens if I miss a court date or am late?**

If you miss a court date or are late, the landlord can win automatically. This usually means that you will have to pay costs and fees and there will be an eviction on your record.

If you miss court, but have a very good reason, you can ask the court to set aside the judgment against you. If the court agrees that you had a good reason to be late or miss court, then you will get a do-over and a chance to go to court to present your case. This is called a Rule 71 Motion. A lawyer might be able to help you with this. Or you can contact the Eviction Defense Project and ask for the set-aside packet.

You have a limited time to ask the court to set aside a judgment against you, so you should try right away. Sometimes, the court will do this if you give them a letter, sometimes they need more.

**113. What happens if I win an eviction?**

If you win your case, the judge will dismiss the eviction case. You will not have to move out based on that termination notice. You should be awarded any court fees you paid and a prevailing party fee. If you had a lawyer, they can ask for their fees and the landlord will probably have to pay them. The landlord can still require you to pay rent and follow the rental agreement.

**114. What happens if my landlord wins an eviction case?**

If the landlord wins, you will have to move. The landlord is usually awarded any court fees they paid and a prevailing party fee. The landlord will get a court order telling you to move and can have a sheriff or process server deliver a Notice

of Restitution at your rental. The Notice will give you a deadline to move. The deadline must be set at least four days after you get it.

After the deadline in the Notice of Restitution, the sheriff can come remove you and lock you out. If you return after that without the permission of the landlord, you could be arrested for trespassing.

### **115. What if I want to come to an agreement with my landlord in an eviction case?**

If you appear in court and come to an agreement, then you need to do whatever you agreed to do. An agreement made at the First Appearance will often be signed by a judge and become a court order.

Agreements can be for more time to move out, to pay money, or to do something (like clean up your place) or stop doing something (like inviting a particular person over). Carefully read any agreement before you sign it. If you do not follow the agreement **exactly**, the landlord can go back to court, and you will probably be evicted.

For example, if you agree to pay money on the first of the month, and you try to pay on the second of the month, the landlord can get an eviction judgment against you for not following the agreement. It does not matter if it wasn't your fault that you couldn't follow the agreement, unless the landlord stopped you from being able to follow the agreement.

If the landlord says you didn't follow the agreement, you can ask the court for a hearing. The only defenses if the landlord says you didn't follow the court ordered agreement are:

- You followed the agreement;
- The landlord prevented you from following the agreement;
- The landlord agreed in writing to change the agreement;
- The written agreement you signed said the landlord would do something before you had to follow the agreement, and the landlord did not do it;
- The landlord lied about something important in the agreement;
- If you live in subsidized housing, not following the agreement wasn't good cause for eviction.

If you follow your agreement exactly, then you do not have to go back to court unless the court sets another court date, or if the landlord says you broke the agreement. If you follow the agreement, and you don't owe the landlord any money, the court should automatically set aside and seal the judgment. If this happens then it won't count against you and is not an eviction.

### **116. How can my landlord get a court order forcing me to move?**

The landlord can get a court order forcing you to move if:

- You don't show up on time for court;

- You enter into an agreement with your landlord in court and you don't follow it exactly: or
- You go to trial and lose.

**117. If the landlord wins an eviction case against me, do I have to pay past due rent or legal costs?**

In most cases, the landlord must sue you in a separate court case to get back rent that is owed. In Nonpayment of rent, fees, service charges, or utilities cases, if you pay the amount stated in full before judgment, the case will be dismissed. The landlord can still bill you for their court filing fees, but not their attorney fees.

If you ask for a trial in an eviction case and lose, you will usually be ordered to pay your landlord's attorney fees (if they used a lawyer) and court costs.

See question 126 for information on garnishments.

**118. When can I get an eviction case taken off my court record?**

An eviction can be taken off your court record (set aside) if you qualify. Once it is off your record it is like it never happened and you do not have to tell future landlords or others about it. The process is free. Forms are available online at our website, at the courthouse,

and on the court's website. Search for "Oregon eviction expungement."

If you owe money because of an eviction judgment, it must be paid off before the eviction can be taken off your record. Once that is done, the eviction can be taken off your court record on your request if:

- The final court judgment is at least five years old; or
- The judgment was based on things that happened during the COVID "emergency period" (between April 1, 2020, and March 1, 2022); or
- You and the landlord made an agreement in court, and you followed your side of the agreement; or
- You won in court, or the case was dismissed in your favor.

The courts are also required to go through cases every year to set aside and seal all residential eviction cases when:

- There is no money award, or is expired, discharged or satisfied AND
- The landlord won but the judgment is at least five years old; or
- It has been more than a year since you and the landlord made an agreement in court, and you followed your side of the agreement; or
- You won the case.

## J. Moving Out

**119. How and when do I tell my**

**landlord that I want to move?**



Give your landlord written notice that you are moving, and keep a copy. You can give the notice on any day of the month. If you do not give notice, then you could owe more rent. You do not need a reason to end your tenancy. Your landlord can agree to accept a shorter notice, but they do not have to. If your landlord agrees to let you give shorter notice, get that agreement in writing.

You can give your landlord notice you are moving in three ways:

- In person by handing them the written notice;
- By first class mail; or,
- If your rental agreement allows for it, posting it at the agreed upon address and mailing. ORS 90.155(3).

#### Month to Month tenancy:

Give your landlord at least 30 days' written notice (plus 3 days if you are sending notice by mail) that you are moving so they know when to stop charging you rent.

#### Week to Week tenancy:

Give your landlord at least 10 days' written notice (13 days if the notice is mailed only) before the day you move.

#### If you have a Lease for a Set Term (like a year):

You must give your landlord written notice at least 30 days before you move

at the end of the lease term. If you don't give your landlord a written notice that you are moving and ending the lease, it will usually convert to a month-to-month tenancy.

You might be able to break a lease earlier if you pay a fee, if the landlord violates the lease or landlord tenant law, or if you have experienced domestic violence, dating violence, stalking, or sexual assault. ORS 90.453.

#### **120. Can I take back my notice to move out if I can't find a new place?**

If you don't move by the date you said you would move, then the landlord can go to court and have you evicted, even if you have no new place to move to. You can't not take back or withdraw your notice of termination unless the landlord agrees to let you take it back.

This means that unless they agree to let you stay, you must be out by the day that you told them you were moving. If you are not out on time, they can go to court and have you evicted. If at all possible, do not give your current landlord notice that you'll be moving out until you have signed a new rental agreement for a new place.

### **SAMPLE LETTER – Tenant's 30-day Notice of Intent to Vacate**

[date]

Dear [landlord's name]:

I am a tenant at [your address]. This is my 30-day notice [33-day notice if only mailed] that I will end my rental agreement on (date). I will remove my belongings by that date. My new address is [your new address]. You can send my deposit to that address.

Sincerely,

[your name and address]

**121. How much rent do I have to pay after I give my landlord notice that I am moving?**

Your rent must be paid for 30 days after you give notice, or longer if you do not move on time. If you paid a last month's rent deposit, the landlord must use that. If your landlord raised your rent after you moved in, you must pay the difference between the prepaid last month's rent and the new higher rent. Sometimes landlords agree to your moving early without paying more if they want you to move sooner. (Get all agreements in writing).

Landlords do not have to let you use a security deposit to pay your last months' rent. ORS 90.300.

**122. What if I don't pay my last month's rent?**

If you do not pay your last month's rent, the landlord can evict you earlier than you planned to move through a nonpayment of rent notice. They will probably deduct the rent and late fees from your security deposit. The landlord might sue you in small claims court if you did not pay a security deposit, or your landlord claims that you owe more money than your security deposit.

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. You do not have to pay rent for any time that a new tenant is living in the unit. ORS 90.427.

**123. How can I end my tenancy or have an abuser taken off my rental agreement if I have experienced domestic violence, dating violence, stalking, or sexual assault?**

If you're a survivor of domestic violence, dating violence, stalking, or sexual assault, you can end your rental agreement and the rental agreement of your immediate family members who live with you by giving at least 14 days' written notice to your landlord (plus 3 days if you are sending notice by mail). You cannot give this notice to your landlord by text. After 1.1.2023, if you have a written rental agreement that allows for it, you can use email.

Your written notice must include verification (proof) that you have experienced domestic violence, dating violence, stalking, or sexual assault within the last 90 days\*\* or that you have a current protective order.

The “verification” can be:

- A restraining order signed by a judge;
- A court conviction record related to the incident;
- A police report about the incident; or
- A statement signed by a qualified law enforcement officer, attorney, licensed health care professional (therapist, doctor, etc.), or advocate at a victim’s service provider, verifying that you have experienced abuse within the past 90 days.

Your landlord is not allowed to charge you a lease break fee or other extra fees for leaving due to abuse. If someone commits a criminal act of violence against you, they can be removed from your rental agreement. See questions 63 & 102-104. For more information, contact your local domestic violence program, legal aid or, if it is safe to use a computer, see [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

\*\* Any time that your abuser has been in jail or lived more than 100 miles away

## K. After You Have Moved

### **125. What happens if I owe my landlord money, damaged my place, or my landlord sues me after I move?**

You should always take pictures of your place when you move in, and before you move out. Photos will help prove that you left it in good condition.

If you do not clean your place, do not pay everything you owe, or if you

does not count against the 90-day time limit.

### **124. What do I do if my rental unit is posted or condemned because of a city, county, or fire code violation?**

If your place has been posted as being unsafe and unlawful to occupy because of code violations that impact health or safety, that you did not cause, you can move out immediately. You need to tell your landlord in writing that you are moving and the reasons for your move. Keep a copy of your notice.

Within 14 days of moving out, the landlord must return 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. ORS 90.380.

damage things beyond normal wear and tear, your landlord can take money from your deposit. If your deposit doesn’t cover it all, the landlord can sue you or send you to collections.

If you are in subsidized housing and you do not pay what you owe the landlord, then you could lose your subsidy, Section 8 Voucher, etc.

If you are sued and do not appear in court to defend yourself, your landlord will automatically win and have a court judgment against you.

### **126. Can my landlord garnish me?**

If your landlord gets a judgment for money against you, they can do all the things any other creditor can, including garnish your wages or bank account.

If you are garnished, you will get a written notice and a list of “exempt property,” which lists things a creditor can’t keep. If a creditor takes something on the list of exempt property you can ask for it back. Creditors can’t take all your money or wages. If the only money in your bank account is social security or SSI that is directly deposited it should be safe. You can file a Claim of Exemption in court to get back anything on the exempt list. But the timeline for that is short. You may be able to get more information about garnishment at the legal aid website.

### **127. What happens if I leave things in my place after I leave or have been evicted?**

Take everything with you when you leave if you can. If you cannot, take your most important things. If you can, box your other things to avoid breakage. Take photos of what you leave behind. Ask your landlord if you can move your boxes into a basement or other storage area to help protect them. Give the landlord a forwarding address. Tell the

landlord when you will return to pick up your things.

If you leave property behind when you move, your landlord must give or mail you a written notice of abandoned property. If you don’t give the landlord a forwarding address, and put in a forwarding address at the post office, you might miss this notice.

### **128. What does it mean if I get a notice of abandoned property from a former landlord?**

The notice must say that the landlord believes that the property you left behind was abandoned, and that the landlord plans to get rid of it if you don’t contact the landlord to come pick it up. This notice must be sent to the address you just moved out of, your post office box if the landlord knows it, and to your most recent forwarding address.

You will have at least 5 days to respond to the landlord if the notice was handed to you. You will have at least 8 days to respond if the notice was mailed to you. You can respond verbally or in writing. If you call them, you should follow that up in writing, keep a copy.

If you contact the landlord within the contact period, they must give you at least 15 days to pick up your stuff. If you do not contact them on time, and pick your stuff up on time, your landlord can get rid of it. ORS 90.425.

If you missed the deadlines and the landlord gave the proper notice, then the landlord can throw out or donate

your things if they are worth under \$500. If they are worth more than \$500, the landlord can sell your things at a reasonable sale to pay for the notice, boxing, storage, sale, and unpaid rent. The landlord can throw out or otherwise get rid of property that can't be sold for a profit. The landlord cannot keep any of your property for their personal use.

**129. When can my landlord charge me storage costs for my abandoned property?**

If you were evicted by a court order, the landlord must allow you to pick up your things on time without forcing you to pay any storage costs. But they can ask the court to add the boxing and storage costs to the money part of an eviction judgment.

A landlord can sue you for the costs of removal and storage or take it out of your deposit. ORS 90.425.

If you moved out after receiving a termination notice, but there is no court order evicting you, your landlord can charge you for reasonable storage costs before giving you your things.

**130. What if I left behind an RV, houseboat, mobile or manufactured home when I moved?**

If you had to abandon your home when you moved from a rented space, you will have extra rights and time. This applies to any recreational vehicle, houseboat, mobile home, or manufactured home that you own or are

buying. The legal aid website may have more information.

**131. What if my landlord gets rid of my property without giving me the right notice?**

If the landlord gets rid of your property without giving you proper notice, you can sue the landlord for two times the value of any property that was lost or disposed of improperly. See questions 138-139 for information on Small Claims.

**132. What can I do if the landlord won't return my property?**

If your former landlord will not let you get your property during the notice or extension period in an abandoned property notice, or doesn't send you a proper notice, you can sue them. There are forms available at the courthouse (Return of Personal Property) that you can use to ask the court for an order telling the landlord to let you get your things. In these cases, the landlord loses the right to sue for unpaid rent and some kinds of other damages if they wrongfully refuse to let you get your property. If the landlord takes and keeps property without proper notice, you can also ask the court for twice the amount of the actual value of the property you lost.

**133. What can I do to protect myself from paying for damage I did not do?**

Landlords can't charge you for damage done before you moved in. To protect yourself, do a careful inspection when you first move in and make notes of **all** damage, even small scratches. There is a checklist at the end of this pamphlet to help you do this. Keep a copy and give a copy to your landlord. They do not have to be there or sign it. You can also take videos and photos.

### **134. What can I do to protect myself when I move out?**

The law requires that you leave the place clean, minus normal wear and tear. To maximize your chances of getting your security deposit back remove all your things, remove any garbage, make sure that all lights have working bulbs, make sure that the smoke or carbon monoxide detector/s work, and leave the unit clean. Review your rental agreement and make sure you are doing everything it requires you to do on moving out.

Your landlord does not have to do a walk through. But if they will, you should walk through the clean unit and ask if you need to do anything else to get back your deposit. If they say it is fine, try to get that in writing. You should do a condition report (write down the condition of the different rooms, appliances, floors, walls, doors, lights, etc.) both when you move in and when you move out.

Regardless of whether your landlord does a walk through with you or not,

you should take pictures, take notes on what you did to clean the place, save any receipts for money you spent on cleaning, and have a witness with you.

### **135. What can my landlord deduct from my security deposit and when do I get it back?**

Your landlord can deduct money to pay for damage to the unit beyond ordinary wear and tear, necessary cleaning, back rent, damages, and allowed fees from your deposit. You should give the landlord an address to send an accounting of the deposit when you move. The landlord has 31 days from the day you move (usually the day you return the keys) to send you the accounting and whatever portion of your deposit is left after deductions. ORS 90.300(7).

Landlords do not have to repair damage to the unit after you move out to deduct the cost of the repair from your deposit. But you cannot be charged more than the landlord would have had to pay to fix the damage. Landlords are not allowed to charge you for damage done before you moved in. It is important to carefully document the condition of your place when you first move in.

### **136. Can my landlord deduct the cost of professional carpet cleaning from my deposit?**

A landlord can only deduct the cost of professional carpet cleaning from your

deposit if:

1. The carpet was professionally cleaned or replaced before you moved in, and
2. Your written rental agreement says that the landlord can deduct the cost of carpet cleaning for your security deposit.

**137. What can I do if my landlord withholds too much from my deposit or does not give me an accounting?**

If the landlord does not return the right amount of money or does not give

you a written explanation/accounting on time, you can sue, asking for twice the amount wrongfully withheld. ORS 90.300(16). You should be ready to defend yourself against a possible counterclaim by the landlord for property damage.

If the landlord refunds only part of the deposit, you still might be able to cash the check and sue the landlord if you think you are owed more money. However, if the landlord has written “full settlement” or “accord and satisfaction” on the back of the check, you should see a lawyer before you cash the check.

**SAMPLE LETTER – Request for Return of Deposit After 31 Days**

[date]

Dear [landlord’s name]:

I am entitled to get either a full refund of my security deposit or a copy of the accounting if you have already sent one. The accounting must show me what part of my deposit was used, and what it was used for. You were required to send this within 31 days from when I moved out. I moved out on [date] and left you with my forwarding address. I have not received either my deposit or an accounting.

Please give me either all my money back or a copy of the accounting you already sent and whatever money was not used within 10 days from the date of this letter. If I do not hear from you by that date, I will assume that you did not do an accounting and are withholding all my deposit. I plan then to [write what you plan to do if you do not get your money or accounting]. The law (ORS 90.300) says that I am entitled to twice the amount wrongfully withheld if I sue you.

Sincerely,

[your name and address]

**138. Can small claims court help me?**

You can use small claims or justice court if your landlord violates the law. For example, if a landlord does not

return a deposit after you have moved, unlawfully keeps or destroys your things, does not make repairs required by law, enters your home without proper notice,

incorrectly charges you utility fees, unlawfully shuts off your utilities, or changes the locks before getting a court order, you can sue your landlord in small claims court. The landlord might file counterclaims for unpaid rent or other damages. You should talk to a lawyer before filing a case against a landlord. Some lawyers will take a case and sue your landlord for you without you paying fees up front because they think they can win and get court ordered fees that the landlord would have to pay or get fees from a settlement.

### **139. How does small claims court work?**

You cannot ask for more than \$10,000 in small claims court. The small claims court cannot order a landlord to make repairs or to return possessions; the court has power only to award money for harm you suffered. Before you can sue in small claims court, you must write a letter to your landlord asking your landlord to pay what you

think they owe you within ten days.

If you go to court, you must argue and prove your case. You should be organized and know what you want to say. Bring with you to court all evidence, witnesses, photographs, and copies of any relevant communications you have sent to or received from your landlord.

There is no appeal from county small claims, but you can appeal from Justice Court small claims.

A lawsuit based on violations of landlord tenant law must be filed (started) within one year from the incident or violation. Claims based on other laws might have different deadlines. ORS 46.405. Some counties have forms, and statewide forms, including sample letters, are available free from the state court at: <https://www.courts.oregon.gov/forms/Pages/small-claims.aspx>. The courts have filing and other fees, but if you can't afford the fees, you can ask for a fee waiver. See question 110.

## **K. Tenant's Rights in Foreclosure**

### **140. What rights do I have if the place I am renting goes into foreclosure?**

Your rights depend on what kind of foreclosure it is. You should first figure out the type of foreclosure. There are two types, one with court involvement called a judicial foreclosure, and one without court involvement called a non-judicial foreclosure. There are also differences if it is a Federally subsidized

loan. These rules are complicated and beyond the scope of this pamphlet.

Please go to our website and read Tenant's Rights in Foreclosure, available here:

<https://oregonlawhelp.org/files/CCDACC15-944D-570E-7F1F-7BBF3DEC0018/attachments/38BA52C9-9B2D-ACA9-715F-F64A0C9426A4/tenants-and->



**141. What happens to my security deposit if my landlord goes into foreclosure?**

Once the home is foreclosed, you are unlikely to get your deposit back. Once you learn the place is in foreclosure, you can apply any security deposit or prepaid rent towards your monthly rent payments. To apply your security deposit or prepaid rent deposit to your

monthly rent, you must tell the landlord in writing that you are going to do this. You should send a new written notice each month you use your deposits to pay rent. If your landlord avoids the foreclosure, you might have to repay your security deposit. To force you to repay the deposit, your landlord must give you written evidence that the place is no longer in foreclosure and allow you two months to repay the deposit.

## **L. Natural Disasters**

**142. What about wildfires, floods, and other natural disasters?**

If there is a disaster, DO NOT return to your home until it is safe. When you do go back, take lots of photos. If your home is unlivable and totally destroyed, the tenancy is immediately terminated, unless you and your landlord both agree otherwise. If your home is destroyed, you should tell your landlord and have them confirm that the rental agreement is ended. Give them an address they can use to return your deposit, prepaid rent, and prorated rent from the date of the disaster. You are not responsible for cleaning up the rental space or removing the home. If you and your landlord come to a different agreement, then you might be able to stay if you want to.

If you have a rental subsidy (such as Section 8) you should also contact your caseworker, in writing, and let them know right away if your home was destroyed and your tenancy ended. They can help you get a new voucher. If you are not able to use your voucher locally, the housing authority must let you move out of the area, or they could extend your time to find a place to rent.

**143. What if there is a natural disaster and I live in subsidized housing (like Section 8)?**

**144. What if there is a natural disaster and I own a mobile home?**

If you own a mobile home that is not destroyed, but either the park or the home is badly damaged, you can, within 30 days after the date that the home is accessible after the disaster, give written notice to the landlord that you are ending the tenancy as of the date of the natural disaster and abandoning the manufactured home. If you do not give notice, then you will be expected to pay

rent from the date the home becomes accessible after the disaster, prorated to reflect any loss of value from damage to the park or to the space. You do not owe

rent while their place (dwelling unit) is inaccessible due to the natural disaster or the destruction of the park.

## **Time Limit Warning/Statute of Limitations**

Under state and federal laws there are time limits (statute of limitations) for taking action to enforce your rights. If you do not act within these time limits, you will not be able to go forward with a lawsuit. Most lawsuits related to rental agreements, or the Landlord and Tenant Act, must be filed (started in court) within one year from the incident, violation, or damage. The time limits under fair housing law may be longer. There may be other, sometimes shorter, time limits that apply in other cases. Ask a lawyer about the time limits that could apply in your situation.

### **RENTAL CONDITION REPORT**

You can use the following template to document in writing the condition of your rental when you move in. Photos and video are good as well. Your landlord may do a walk through with you, but sometimes they will not want to. They don't have to for you to use this form to protect yourself. Make sure to mark down every single issue or pre-existing damage. Even small things like scrapes on doors or small stains. It is better to document it all so you don't get charged for it when you leave. Do not just write down that a place is OK or acceptable. List out everything you can find that is not showroom perfect.

# Rental Condition Report Do a detailed report at move in and move out

**Tenant Name(s):**

**Property Address:**

**City:**

**State:**

**Zip:**

**Move-in Date:**

**Move-out:**

AREA	Comments	Photo?
<b>EXTERIOR</b>		
Heating/Cooling units		<input type="checkbox"/> Yes <input type="checkbox"/> No
Back Door/Locks/Screen door		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doorbell		<input type="checkbox"/> Yes <input type="checkbox"/> No
Fences/Gates		<input type="checkbox"/> Yes <input type="checkbox"/> No
Front Door/Locks/Screen door		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lighting		<input type="checkbox"/> Yes <input type="checkbox"/> No
Deck/Porch		<input type="checkbox"/> Yes <input type="checkbox"/> No
Yard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		
<b>GARAGE/CARPORT/STALLS/SHEDS</b>		
Floor		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Opener/Door/Windows		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		
<b>LIVING/DINING ROOM</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring/Carpet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Cable/Other jacks		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Heating/Cooling		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>KITCHEN</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring		
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Cabinets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Countertop		<input type="checkbox"/> Yes <input type="checkbox"/> No
Dishwasher		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sink/Faucet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Garbage Disposal		<input type="checkbox"/> Yes <input type="checkbox"/> No
Stovetop/Oven		<input type="checkbox"/> Yes <input type="checkbox"/> No
Broiler/Drip pans		<input type="checkbox"/> Yes <input type="checkbox"/> No
Hood/Fan		<input type="checkbox"/> Yes <input type="checkbox"/> No

Ice maker/ice trays		<input type="checkbox"/> Yes <input type="checkbox"/> No
Refrigerator		<input type="checkbox"/> Yes <input type="checkbox"/> No
Microwave		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>HALLWAY</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Closets/Cabinets/Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>MASTER BEDROOM</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Closets/Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring/Carpet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>BEDROOM</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Closets/Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring/Carpet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>BEDROOM</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Closets/Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring/Carpet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>BATHROOM ( )</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Closets/Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Fan		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Mirror/Medicine Cabinet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Shower Curtain or Enclosure		<input type="checkbox"/> Yes <input type="checkbox"/> No

Sink/Vanity		<input type="checkbox"/> Yes <input type="checkbox"/> No
Stoppers		<input type="checkbox"/> Yes <input type="checkbox"/> No
Toilet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Towel Rack/hooks		<input type="checkbox"/> Yes <input type="checkbox"/> No
Tub/Shower		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>BATHROOM ( )</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Doors/Woodwork		<input type="checkbox"/> Yes <input type="checkbox"/> No
Fan		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Mirror/Cabinets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sink/Vanity		<input type="checkbox"/> Yes <input type="checkbox"/> No
Stoppers		<input type="checkbox"/> Yes <input type="checkbox"/> No
Toilet		<input type="checkbox"/> Yes <input type="checkbox"/> No
Towel Rack/hooks		<input type="checkbox"/> Yes <input type="checkbox"/> No
Tub/Shower		<input type="checkbox"/> Yes <input type="checkbox"/> No
Window coverings		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>BASEMENT</b>		
Ceiling/Walls/Baseboard		<input type="checkbox"/> Yes <input type="checkbox"/> No
Flooring		<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights/Switches/Outlets		<input type="checkbox"/> Yes <input type="checkbox"/> No
Windows/Screens		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>MISCELLANEOUS</b>		
Ceiling fans (# )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Washer/Dryer		<input type="checkbox"/> Yes <input type="checkbox"/> No
Water Heater		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SAFETY DEVICES</b>		
Smoke/Heat		<input type="checkbox"/> Yes <input type="checkbox"/> No
Carbon Monoxide		<input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments (use additional pages as needed):		

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlords are not required in Oregon to do a walk through, but it is a good idea if they will. If not, a tenant can do their own through inspection, keep a copy, and send a copy to the landlord.

# Time Limit Warning/Statute of Limitations

Under state and federal laws there are time limits (statute of limitations) for taking action to enforce your rights. If you do not act within these time limits, you will not be able to go forward with a lawsuit. Most lawsuits related to rental agreements, or the Landlord and Tenant Act, must be filed (started in court) within one year from the incident, violation, or damage. The time limits under fair housing law may be longer. There may be other, sometimes shorter, time limits that apply in other cases. Ask a lawyer about the time limits that could apply in your situation. There are also some temporary changes to these limits due to COVID discussed at the end of this booklet.

## Resource Section

### LAWYERS AND LAW FIRMS

#### Legal Aid Offices

Free civil legal help to qualified seniors and low-income people. You can find your office below by city and county/s served. Each office has slightly different services depending on the needs of the community. Free translation or interpretation is always available. More information and updates are available online at the statewide legal aid website:



[www.oregonlawhelp.org](http://www.oregonlawhelp.org)

Albany Regional Office of Legal Aid Services of Oregon (Linn and Benton counties)  
(541) 926-8678  
(800) 817-4605  
433 Fourth Avenue SW  
Albany, OR 97321

Center for Non-Profit Legal Services  
(Jackson County)  
(541) 779-7291  
225 W Main Street  
P.O. Box 1586  
Medford, OR 97501

Central Oregon Regional Office of Legal Aid Services of Oregon (Jefferson, Crook, and Deschutes counties)  
(541) 385-6944  
(800) 678-6944  
42 NW Greeley Avenue  
Bend, OR 97703

Columbia County Legal Aid of the Oregon Law Center (Columbia County)  
(503) 397-1628  
270 S. 1<sup>st</sup> Street  
P.O. Box 1090  
St. Helens, OR 97051

Coos Bay Office of the Oregon Law Center (Coos, Curry, and Western Douglas counties)  
(541) 269-1226

(800) 303-3638  
490 N. 2<sup>nd</sup> Street  
Coos Bay, OR 97420

Douglas County Office of Legal Aid  
Services of Oregon (Douglas County)  
(541) 673-1181  
(888) 668-9406  
700 SE Kane Street  
P.O. Box 219  
Roseburg, OR 97470

Eastern Oregon Regional Office of the  
Oregon Law Center (Malheur, Harney,  
Grant, and Baker counties)  
(541) 889-3121  
(888) 250-9877  
35 SE 5th Avenue, Unit 1  
Ontario, OR 97914

Farmworker Program Legal Aid Services  
of Oregon (Clackamas, Jackson, Linn,  
Marion, Polk, and Yamhill Counties)  
(503) 981-0336 or (800) 973-9003  
230 W. Hayes Street  
Woodburn, OR 97071

Farmworker Program Legal Aid Services  
of Oregon (Gilliam, Morrow, Umatilla,  
Union Wallowa, and Wheeler Counties)  
(541) 276-6685  
365 SE Third Street  
P.O. Box 1327  
Pendleton, OR 97801  
Farmworker Program Legal Aid Services  
of Oregon (Multnomah, Washington,  
Yamhill, and Columbia Counties, and the  
Coast)

(503) 809-8810  
(888) 245-4091  
230 NE Second Avenue, Suite A  
Hillsboro, OR 97124

Grants Pass Office of the Oregon Law  
Center (Josephine County)  
(541) 476-1058  
424 NW 6th Street, Suite 102  
P.O. Box 429  
Grants Pass, OR 97528

Hillsboro Regional Office of the Oregon  
Law Center (Washington, Columbia,  
Tillamook, Clatsop, and Yamhill counties)  
(503) 640-4115  
(877) 296-4076  
230 NE Second Avenue, Suite A  
Hillsboro, OR 97124

Klamath Falls Regional Office of Legal  
Aid Services of Oregon (Klamath and  
Lake counties)  
(541) 273-0533  
(800) 480-9160  
832 Klamath Avenue  
Klamath Falls, OR 97601

Lane County Legal Aid Office of the  
Oregon Law Center (Lane County)  
(541) 485-1017  
(844) 595-8330  
101 E Broadway, Suite 200  
Eugene, OR 97401

Lincoln County Office of Legal Aid  
Services of Oregon (Lincoln County)  
(541) 265-5305  
(800) 222-3884  
304 SW Coast Highway  
P.O. Box 1970  
Newport, OR 97365

The Native American Program of Legal  
Aid Services of Oregon (statewide)  
(503) 223-9483  
4531 SE Belmont Street, Suite 201  
Portland, OR 97215

Portland Regional Office of Legal Aid  
Services of Oregon (Multnomah,  
Clackamas, Hood River, Sherman, and  
Wasco counties)  
(503) 224-4086  
(800) 228-6958  
520 SW 6<sup>th</sup> Avenue, Suite 700  
Portland, OR 97204

Pendleton Regional Office of Legal Aid  
Services of Oregon (Gilliam, Morrow,  
Umatilla, Union, Wallowa, and Wheeler  
counties)  
(541) 276-6685 or (800) 843-1115  
365 SE Third Street  
P.O. Box 1327  
Pendleton, OR 97801

Salem Office of Legal Aid Services of  
Oregon (Marion and Polk counties)  
(503) 581-5265  
(800) 359-1845  
105 High Street  
Salem, OR 97301

## **The Oregon State Bar**

Lawyer Referral Service (LRS) Oregon  
State Bar (statewide)  
(503) 684-3763 in Portland, or  
1-800-452-7636 toll free in Oregon  
[www.osbar.org](http://www.osbar.org)

The LRS may give you the name of an  
attorney who will charge only \$35 to  
meet with you for ½ hour. The LRS also  
runs the Modest Means Program, which  
makes referrals to lawyers who give  
reduced-fee legal services in some cases  
to clients that meet eligibility guidelines.

## **DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING AND ABUSE PREVENTION SERVICES**

To find resources near you call:

- \* National Domestic Violence Hotline  
(English and Spanish) 800-799-7233
- \* Proyecto UNICA (Spanish) (503) 232-  
448 o llamada gratuita a 888-232-4448
- \* National Sexual Assault Hotline 800-  
656-4673
- \* Portland Crisis Line - (503) 235-5333 or  
toll-free at 888-235-5333

If it is safe for you to go online, you can  
find other resources and information at  
[www.oregonlawhelp.org](http://www.oregonlawhelp.org) or from the  
courts at:

[https://www.courts.oregon.gov/program  
s/family/domestic-  
violence/Pages/default.aspx](https://www.courts.oregon.gov/programs/family/domestic-violence/Pages/default.aspx)



## General Referral Information

211 Info

Dial 211 or if that doesn't work use 1-866-698-6155 or Text your zip code to 898211

TTY dial 711 and call 1-866-698-6155

[www.211info.org](http://www.211info.org)

A referral and information hotline for a wide range of social service needs, including rental and housing assistance.

## Portland Focused Information

Community Alliance of Tenants (CAT)

Renters' Rights Hotline: (503) 288-0130

[www.oregoncat.org](http://www.oregoncat.org)

CAT's mission is to educate and empower tenants to demand affordable, stable, and safe rental homes. The hotline serves all of Oregon, and messages can be left 24 hours a day.

They may be able communicate in other ways such as email or live chatting.

Submit your accommodation request by emailing to [hotline@oregoncat.org](mailto:hotline@oregoncat.org).

Portland City Government

Rental Services Office

503-823-1303

Oregon Relay 711 503-865-3260

[RentalServices@portlandoregon.gov](mailto:RentalServices@portlandoregon.gov)

<https://www.portland.gov/phb/rental-services>

Referrals and information about tenant rights in Portland.

## Anti-Discrimination Resources

Fair Housing Council of Oregon

1-800-424-3247; (503) 223-8197

(Portland)

TTY Relay 711

[www.fhco.org](http://www.fhco.org)

This statewide organization enforces fair housing laws in all counties and communities in Oregon.

Housing and Urban Development (HUD)

Office of Fair Housing and Equal

Opportunity

1-800-877-0246

TTY line 1-800-877-8339

This federal agency enforces fair housing laws.

Oregon Bureau of Labor, Civil Rights  
Division

(971) 673-0764

TTY Relay 711

This state agency enforces laws that prohibit discrimination in housing and public accommodations including Offices, stores, and lodging.

Oregon Department of Justice Bias  
Response Hotline

1-844-924-BIAS (2427)

Or online: [StandAgainstHate.Oregon.gov](http://StandAgainstHate.Oregon.gov)

This state agency helps victims of bias due to race, color, national origin, sexual orientation, gender identity, disability or religion.

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