

On February 28, 2019, a new law passed that made the following revision and additions to the *Landlord-Tenant Law in Oregon* booklet.

The section on No-Cause evictions on page 20 should be amended to read,

No-Cause

If a tenant has lived in the home for less than a year, a No Cause Termination Notice can be given to a tenant who has a month to month rental agreement or a tenant who is at the end of a fixed term lease that is less than one year long (for example 364 days long or less). A landlord does not need to give a tenant a reason why they are asking the tenant to move with a No Cause Notice. A No Cause Notice has to be served correctly (see above). A No Cause Notice also has to tell the tenant the specific date they have to move out. How much time a tenant has to move out depends on where the tenant lives and how long they have lived there:

If the tenant lives in the City of Portland or Milwaukie: a No Cause Termination Notice must give the tenant 90 days to move (remember, the landlord needs to add three days (so 93 days) if he or she served the Notice by mail).

A tenant who lives in the City of Portland and receives a No Cause Notice of Termination is entitled to relocation assistance from their landlord. See www.oregonrentersrights.org or contact Legal Aid Services of Oregon at (503) 224-4086 and ask for a copy of our Relocation Assistance handbook for more information about relocation assistance.

If the tenant lives outside the City of Portland or Milwaukie: a No Cause Termination Notice must give the tenant 30 days to move out (again, the landlord has to add three days if he or she served the Notice by mail).

If a tenant has lived in their home for more than one year, the landlord cannot give the tenant a No Cause Termination Notice unless the landlord lives on the property and the property has only 2 units (for example, a duplex or a house with an ADU where the landlord lives in one of the units). For these tenants, the landlord can use a No Cause Notice no matter how long the tenant has lived there. For these tenants, the landlord must give a 30 day No Cause Notice if the tenant has lived there less than a year or a 60 day No Cause Notice if the tenant has lived there a year or longer. Landlords in Portland, Milwaukie and Bend (after the 1st year) must give the tenant a 90-day notice and, in Portland, relocation assistance.

Other Additions:

Landlord Reason Notices

After the tenant has lived in the home for one year or more, a landlord can terminate a tenancy with 90 days' notice by giving the tenant a notice for one of these four "landlord-based" reasons:

1. The landlord intends to either demolish the unit or use the unit for something other than a residence;
2. The landlord intends to make repairs or renovations to the unit, and the property will be unsafe to live in;
3. The landlord or landlord's immediate family member plans to move in and the landlord does not own a comparable unit in the same building that is available for the tenant to move into at the time the tenant receives the notice; or
4. The landlord has accepted an offer to buy the rental unit from someone who plans to move in.

There are no other “landlord-based” reasons allowed than the above four. A landlord can give a Landlord Reason Notice to tenants with either a month to month rental agreement or a fixed term lease, but the landlord cannot end the tenancy in the middle of the fixed term lease.

Sufficiently State the Reason: All Landlord Reason Notices must explain in the Notice the landlord reason for termination and state facts to support the reason. If the landlord’s reason is that they have accepted an offer to buy the rental unit, the notice must be given no more than 120 days from the date the landlord accepted the offer and the notice must also include written evidence of the offer. If the Notice does not explain the landlord reason and/or state specific facts to support the reason, that is a defense to the eviction.

Payment of Relocation Assistance: At the time the landlord gives the tenant a Landlord Reason Notice, the landlord must also pay the tenant one month’s rent as relocation assistance unless the landlord owns four or fewer rental units.

A tenant who lives in the City of Portland and receives a Landlord Reason Notice may be entitled to more relocation assistance than one month’s rent from their landlord. Discuss your situation with an attorney. You may want to contact Legal Aid Services of Oregon at (503) 224-4086.

Three Strikes Notice

If the tenant has lived in the same unit for one year or longer and has a fixed term lease, the landlord may terminate the tenancy 90 days before the end of the fixed term lease by giving the tenant a 90 Day Notice of Termination/ Notice of Non-Renewal/ “Three Strikes Notice” for having committed three or more lease violations in the prior 12 months. A “Three Strikes Notice” must explain the reason for termination/ non-renewal. Before a landlord can give a tenant a “Three Strikes Notice,” the landlord must have given the tenant at least three written Warning Notices (“Strikes”) within the last 12 months. Each Warning Notice must:

1. Be given at the time of the violation;
2. Specify the lease violation;
3. State that the landlord may choose to end the tenancy when the lease expires if there are three violations within the 12 months before the lease ends; and
4. States that correcting the third violation is not a defense to the lease termination.

Sufficiently State the Reason: All Three Strikes Termination Notices and Three Strikes Warning Notices must specify the lease violations. If the Notices do not specifically explain how the lease was violated, that is a defense to the eviction.

Limits on Rent Increases

How frequently and by how much can a landlord raise the rent?

A landlord may not increase the rent during the first year of tenancy. After the first year, landlords may not increase the rent above 7% plus the average amount of inflation over the past twelve months, as published in the prior September. The current 1-year limit on rent increases in 2019 is 10.3%. Landlords must give the tenant 90-day notice of any rent increase.

Which tenants are protected?

All tenants living in buildings at least 15 years old or in mobile home parks (including tenants who own their home and rent a space in a park) are protected by the 10.3% limit. Renters living in subsidized affordable housing are not covered by the limits on rent increases, but they have other protections that limit their rent.