

GRACE PERIOD EXTENSION AND TENANT PROTECTIONS AS THE MORATORIUM ENDS

The statewide moratorium on evictions for nonpayment and without cause **ends on June 30, 2021**. But a new law, [Senate Bill 282](#), says that renters have more time to pay back rent, fees or other charges that came due during the moratorium period. From July 1, 2021 through February 28, 2022, **landlords cannot evict tenants for rent owed between April 1, 2020 and June 30, 2021**. The new law contains additional renter protections such as relaxed limitations on guest occupancy, protection from negative credit and eviction history during the pandemic, and protection from retaliation.

Grace Period for Money that was Unpaid During the Covid Crisis

From July 1, 2021 through February 28, 2022, **landlords will not be allowed to terminate tenants for nonpayment of rent, fees, or other charges came due between April 1, 2020 and June 30, 2021**. This protection is automatic, and no declaration, income eligibility, or other criteria is necessary to qualify for this protection. Before July 1, 2021, if a landlord tries to terminate a tenant for nonpayment, the tenant can give the landlord a declaration of financial hardship, available [here](#). However, on **July 1, 2021**, landlords will be able to issue termination notices for nonpayment of rent, fees, or other charges that come due **on or after July 1, 2021**. Renters can't avoid eviction for nonpayment of rent after July 1, 2021 by submitting a declaration.

For example, if a renter did not pay rent from May, 2021 through July, 2021, the landlord would be able to issue a termination notice for nonpayment of rent in July – but **only based on the July rent**. The renter could cure the notice by paying only the July rent within the 10 day notice period. The landlord would not be able to issue a termination notice based on the May and June rent until March 1, 2022.

Ten Day Nonpayment Notices

Until February 28, 2022, termination notices for nonpayment of rent must give at least **ten days** to pay the rent and avoid eviction. Beginning March 1, 2022, landlords will again be able to give nonpayment of rent notices with only 72 hours to pay. Between July 1, 2021 and February 28, 2022, nonpayment termination notices must state that the renter has until February 28, 2022 to repay any nonpayment balance from April 1, 2020 to June 30, 2021.

Credit History Protections

Landlords may not report debts from rent, late fees, or other charges from April 1, 2020 to June 30, 2021 to credit reporting companies. Additionally, until January 2, 2028, landlords may not consider unpaid rent that accrued from April 1, 2020 to March 1, 2022 during the application process.

Eviction History Protections

Effective immediately, when renters apply for new housing, landlords are not allowed to consider eviction judgments from April 1, 2020 to March 1, 2022. If a tenant is evicted between April 1, 2020 and March 1, 2022 and pays any associated money award, **the tenant is immediately eligible to**

expunge that eviction judgment. These protections are available for any type of eviction – not just eviction for nonpayment.

Other Termination Notices

Beginning on July 1, 2021, landlords can use 30 day no-cause notices to evict people within their first year of occupancy. Additionally, from **July 1, 2021 to August 31, 2021, landlords may issue 30 day no-cause notices to any tenants who moved in on or after April 1, 2019.** This extra time is given to landlords whose first years of occupancy expired during previous moratoria. Renters in the City of Portland must get 90 days' notice of a no-cause termination, and many landlords must pay relocation assistance (visit www.OregonRentersRights.org for information about the Portland Relocation Assistance Ordinance).

Landlords are allowed to give termination notices and file for eviction if the renter materially violates the rental agreement or the rules, or does something dangerous, illegal, or outrageous on the property. This was true during the moratoria and continues afterward.

Landlords are also allowed to give 90 days' notice to terminate a tenancy if the landlord plans to demolish the rental, convert it to a different use, or make repairs that would require the renter to move out, if the landlord has sold the rental to someone who plans to move into it, or if the landlord or a member of the landlord's family plans to move into the rental. Depending on how many rentals the landlord owns, the landlord may also have to pay the renter one month's rent. This has been true since January 1, 2021, and continues.

Nontenant Guest Protections

Until March 1, 2022, landlords may not assess fees or terminate tenancies based on guests staying in the rental. A renter may allow more people than the are listed on the rental agreement, as long as the number of people does not exceed the occupancy guidelines required by federal, state, or local law or regulation. Also, if a renter's guest resides in the dwelling unit for more than 15 days in any 12-month period, the landlord may require that the guest be screened for criteria ordinarily considered by the landlord, except that the landlord isn't allowed to screen guests for credit or income. A landlord may also require a guest who stays for longer than 15 days to enter into a temporary occupancy agreement, but may not restrict that agreement to end before February 28, 2022.

Help With Back Rent

Landlord application through Landlord Compensation Fund: On June 1, the third round of the Landlord Compensation Fund opened for applications. This program makes funds available for landlords to help pay back part of the money all of their renters owe. If you have given your landlord a declaration of financial hardship, your landlord can apply for this direct payment to cancel your back-due rent. If you owe rent, consider contacting your landlord to ask if they will apply for money to help pay back the rent. Renters will be noticed if their landlord applies on their behalf or if their rent is forgiven. Landlords can contact Oregon Housing and Community Services for information for how to apply, or go to lcf.oregon.gov/lcf. **This program expires this summer, with an application deadline of June 18th and an award notice deadline of June 30th.**

Renter application through the Emergency Assistance program: The Oregon Emergency Rental Assistance Program (OERAP) helps eligible low-income households with their past due rent and utilities. This program uses funds from the federal Emergency Rental Assistance Program. Approximately \$500 million in funds have been newly allocated to the state. In most cases, approved applications will result in payments made directly to landlords and utility providers. OERAP expects a large applicant pool. “Hardest hit” and vulnerable households will be served first. (See [prioritization information](#)) It’s helpful to review the [tenant checklist](#) right away to begin gathering documents that may be needed for a successful application. Once you’ve completed an application, please continue to log into the system to check your status. Not all who apply will receive assistance. **Get started today. Renters can apply individually for past, current, and future rent assistance community resources by calling www.211info.org, or going to www.oregonrentalassistance.org.**

IF YOU NEED ASSISTANCE PAYING RENT AFTER JULY 1, YOU ARE NOT PROTECTED BY THE MORATORIUM AND YOU SHOULD APPLY FOR RENT ASSISTANCE AS SOON AS POSSIBLE TO AVOID EVICTION.

If you need legal assistance or would like more information about your rights, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>.

You can also contact the Oregon State Bar lawyer referral service at (503) 684-3763.

FREQUENTLY ASKED QUESTIONS

Can my landlord give me a nonpayment termination notice?

Yes. Until June 30, 2021, a landlord can give a renter a notice of termination for nonpayment if that renter hasn’t sent in a declaration of financial hardship. **But**, the landlord **must include with the notice a copy of a declaration** for the renter to sign if the renter is unable to pay because of financial problems. The landlord’s notice also has to give the renter at least **ten days** to respond and return the declaration. If the renter signs the declaration and gives it back to the landlord, the landlord cannot file an eviction case in June, and may use the declaration to qualify for the Landlord Compensation Fund. The declaration form can be found [here](#).

Beginning July 1, 2021, landlords can give nonpayment termination notices to tenants that fall behind on rent, fees, or other charges that becomes due on or after July 1, 2021, but they cannot evict for nonpayment of rent, fees, or other charges that came due between April 1, 2020 and June 30, 2021.

Beginning March 1, 2022, the grace period for back-due rent expires, and landlords will be able to give termination notices for any rent (including past-due rent from the COVID period) that’s not paid.

Is my landlord allowed to charge me late fees?

Beginning July 1, 2021, landlords will again be able to charge late fees for tenants who are late with rent incurred from July 1, 2021 and going forward. Late fees on rent owed after July 1 may be

assessed after the rent is four days late. **Late fees cannot be assessed on back-due rent owed from the COVID period, between April 1, 2020 and June 30, 2021, while the grace period is in effect (until February 28, 2022).**

Landlords may charge late fees before July 1, 2021 to tenants who have not submitted declarations of financial hardship.

What if I owe money to my landlord from before April 1, 2020?

If a renter owes rent, fees, or utilities that came due before April 1, 2020, the landlord is allowed to send a notice and/or evict based on nonpayment of that money.

What do I do if I get a non-payment termination notice?

Note: *The new law requires that a non-payment termination notice must give at least 10 days for the tenant to pay rent to avoid eviction. The notice may only be for rent that came due on/after July 1, 2021, and cannot be for rent that came due during the COVID period (April 1, 2020 – June 30, 2021).*

If you get this notice before July 1: Submit a [Declaration of Hardship](#) to your landlord, if you haven't already. If the eviction notice comes before July 1, tenants should submit a hardship declaration to their landlord. Doing so will protect the tenant from eviction for nonpayment in June and will qualify the landlord for the Landlord Compensation Fund.

If you get this notice after July 1: Check the dates for which rent is being sought in the notice. Landlords cannot give termination notices for rent that came due April 2020-June 2021 until after February 28, 2022. Landlords can give nonpayment of rent notices for rent that comes due in July 2021 and after. If you are late on rent that came due on or after July 1, 2021 and you receive a termination notice for that rent, you must pay what you owe within the 10-day notice period in order to avoid an eviction proceeding. Apply for assistance as soon as possible.

Apply for emergency rent assistance. Renters can apply individually for past, current, and future rent assistance calling www.211info.org, or going to www.oregonrentalassistance.org.

More information or legal help: Call the Community Alliance of Tenants (503-288-0130) or Springfield Eugene Tenant Association (541-972-3715) Hotlines with questions or your local legal aid office if you think you have legal claims (www.oregonlawhelp.org).

Is my landlord allowed to give me a no-cause notice?

Yes. From July 1, 2021 through August 31, 2021, any renter with a month to month rental agreement who moved in on or after April 1, 2019 will be vulnerable to a 30 day no-cause termination. After August 31, 2021, tenants will be subject to 30 day no-cause eviction notices only if they are in their first year of occupancy and if the termination date will fall outside a fixed term rental agreement. If the tenant lives on the same property as the landlord, the tenant may be subject to a 60 day no-cause notice even after the first year of occupancy.

Landlords are always allowed to give a 90 day notice based on landlord reasons if the landlord:

- Is going to demolish the rental, convert it to a different use;
- Or do repairs or renovations that make the rental unsafe to live in;
- Has accepted an offer to purchase the rental from someone who plans to live in it;
- Plans to move in to the rental and live in it, or have a family member move in.

Some landlords have to pay one month of rent along with issuing a 90 day notice.

If you live in the City of Portland, visit www.OregonRentersRights.org for information about the Portland Relocation Assistance Ordinance and its additional restrictions on no-cause notices and landlord-based notices.

Can my landlord sue me to collect unpaid rent from the protected period, instead of trying to evict me?

No. Until the end of the grace period on February 28, 2022, landlords are not allowed to sue renters for unpaid rent, fees, or other charges that came due between April 1, 2020 and June 30, 2021 (except that before July 1, 2021, landlords may sue for debt between April 1, 2021 and June 30, 2021 for tenants who have not submitted a declaration of financial hardship). But landlords may sue tenants for rent that comes due July 1 or after.

What rules have changed about letting people stay with me?

Landlords may no longer evict or charge fees for renters who let other people live with them, as long as the total number of occupants is less than the maximum allowable under federal, state, or local law or regulation. However, the landlords may require a background check if the additional occupants stay more than 15 days in a calendar year, and may require that the additional occupants enter temporary occupancy agreements. This protection took effect on May 19, 2021, and will last until March 1, 2022.

How does being evicted during the Covid crisis affect my rental record?

Landlords are not allowed to consider any evictions suffered or unpaid rent balances accrued by an applicant between April 1, 2020 and February 28, 2022. Additionally, any such evictions are eligible for expungement as soon as the money judgments have been satisfied.

Can my landlord report me to credit agencies for debts from the COVID period?

No. Landlords are barred from reporting any debts of rent, fees, or other charges incurred between April 1, 2020 and June 30, 2021 to credit reporting agencies.

What happens when the grace period ends on March 1, 2022?

Protections expire. After March 1, 2022, landlords can evict tenants for nonpayment of rent, fees, and other charges that came due between April 1, 2020 and June 30, 2021. If tenants are not able to repay their rental debt by March 1, 2022, they should seek rent assistance.

How does rent assistance work?

There is rent assistance available for landlords and for renters to apply for; the actual payments always go to the landlord, with written proof to the tenant. On June 1, the third round of the Landlord Compensation Fund will open to applications. For your landlord to apply for rent assistance, your landlord will need you to give them a signed declaration. Your landlord can apply at lcf.oregon.gov/lcf. Renters can apply to the Emergency Rental Assistance Program for past, current, and future rent assistance by accessing community resources, or by calling 2-1-1, visiting www.211info.org, or going to www.oregonrentalassistance.org.

What if my landlord threatens or harasses me because I haven't paid rent?

Landlords are allowed to tell renters that they owe rent. But landlords aren't allowed to threaten or harass renters because of unpaid rent covered by the moratoriums or the grace period. Landlords also aren't allowed to limit services or retaliate against renters who haven't paid rent. If your landlord threatens to evict you or lock you out because of rent you owe from between April, 2020 and July, 2021, or if the landlord takes other action that makes it harder for you to live in your home, your landlord may be liable for a penalty of up to three months' rent or three times your actual damages. If your landlord is threatening or harassing you, consider contacting a lawyer for help.

What if the landlord doesn't follow the law and tries to evict me anyway?

If a landlord violates the law, renters can sue the landlord for a penalty of three months' rent or three times their actual damages. If a landlord evicts a renter in violation of the law, locks a renter out, or turns off the utilities to force a renter out, renters can also get a court order forcing the landlord to allow them back into their home. If you think your landlord is violating the law, you should consider getting legal help. If you need legal assistance or more information about your rights, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>. You can also contact the Oregon State Bar lawyer referral service at (503) 684-3763.