

## Rent and Late Fees

**IMPORTANT:** This is an excerpt from the 2016 *Landlord-Tenant Law in Oregon* booklet. The booklet is available on the Oregon Law Help website at <http://www.OregonLawHelp.org>. **All Resources referred to below are available on this website.** This information is for general educational use only. **It is not a substitute for the advice of an attorney. If you have a specific legal question, you should contact an attorney.** The information included here is accurate as of March 2016. Please remember that the law is always changing through the actions of the courts, the legislature, and agencies.

**TIME LIMIT WARNING** Under state and federal laws there are time limits for taking action to enforce your rights. Most lawsuits related to the rental agreement and the Oregon Residential Landlord and Tenant Act must be filed (started in court) within one year of the incident. There may be other — shorter — time limits that apply in other cases. *Ask a lawyer about the time limits that could apply in your situation.*

### Can my landlord raise my rent after I move in?

Unless you have a lease that fixes the amount of rent for a specific term, rent may only be increased in a month-to-month tenancy after the first year you have lived there. Once you have lived there over a year, your landlord may increase your rent with a 90-day notice of a rent increase. If you have a week-to-week tenancy, your landlord may increase your rent at any time with a 7-day written notice of a rent increase. **ORS 90.220.** If you want to move rather than pay the new rent, you can give a termination notice (30 days if you rent month-to-month; 10 days if you rent week-to-week) to end the tenancy and move when the new rent goes into effect. **ORS 90.497.** See the resource *'When the Tenant Moves Out'* for information on how to give a termination notice. Also, if you feel the landlord raised your rent to retaliate against you, see the resource *'Retaliation by a Landlord'*. If you feel the landlord raised your rent because you are a member of a class of people protected under fair housing law, see the resource *'Discrimination Against Tenants'*.

### Can a landlord charge me late fees for late rent payments?

Yes, if the written rental agreement says that late fees can be charged. See the resource *'Application Fees and Deposits'* for fees landlords are allowed to charge you. However, the landlord may not charge a late fee if you pay rent by 11:59 p.m. on the fourth day of the rental period. (This is 11:59 p.m. of the fourth day of the month if the rent is due on the first day of the month; a rental agreement cannot make rent for a particular month due any earlier than the first day of that month). **ORS 90.260**

There are three different kinds of late fees:

- 1) **Per-rental period late fee:** a reasonable flat amount charged one time for the month the rent is late. ("Reasonable" means an amount that is within the range of fees charged by landlords in that rental market.)
- 2) **Per-day late fee:** a daily fee of not more than 6% of the reasonable flat monthly late fee described in 'Can my landlord raise my rent after I move in?' 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 rental agreement allows for a per-day late fee or an every-five-day late fee, these fees do not continue to accrue after the end of the month that rent was late. (However, the landlord can charge you simple interest, if you don't pay your late fee at the time that it is imposed). **The rental agreement**

must state the type and amount of late fee and when it can be charged. The landlord can change the kind of late fee or the amount of the late fee by giving you a 30-day written notice in advance.

You cannot be evicted with a nonpayment of rent notice if you fail to pay a late fee. **ORS 90.260(6)**. If you receive a 72-hour or 144-hour notice for nonpayment of rent, you can keep from being evicted by paying the rent owed; *you are not required to pay the late fee during the notice period*. If you owe late fees, your landlord can give you a 30-day for-cause notice, even if all rent has been paid. For more information, see “For-Cause” in the question ‘What kinds of termination notices can a landlord give me?’ in the ‘Eviction Notices’ resource.

A landlord cannot deduct a late fee from a prior month from the current month’s rent payment and claim that rent is owing. However, a landlord can apply the current month’s rent to rent due for a previous month which may result in you owing a late fee for the current month. **ORS 90.220(9)**

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