

On February 28, 2019, a new law passed that made the following revision and additions to this booklet.

The section on No-Cause evictions on page 20, question 49 is no longer the law. This information is now the law on No-Cause evictions:

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 Cities 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 only by mail).

A tenant who lives in the City of Portland and receives a No Cause Termination Notice may be 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 in the City of Portland.

If the tenant lives outside the Cities 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, potentially relocation assistance as well.

The answer to question 49 “What kinds of eviction notices can a landlord give?” on page 20 now includes the following additional information:

In addition to all of the existing For Cause types of Termination Notices that a landlord can give a tenant, this new law also created two new ways that a landlord can terminate a tenant. The first way is a Landlord Reason Notice and the second is a Three-Strikes Notice.

Landlord Reason Notices

After the tenant has lived in the home for one year or more, a landlord can terminate a tenancy 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 currently is or 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.

Termination Notice Requirements:

- The 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 only by mail). If the Notice gives you less than 90 days that is a defense to the eviction.
- The Notice must *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 has an ownership interest in 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. 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 in the City of Portland.

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.

Termination Notice Requirements:

- The 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 only by mail). If the Notice gives you less than 90 days that is a defense to the eviction.
- The Notice must *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.
- If any of the three Warning Notices did not meet the requirements of the law described above and that Warning Notice is the basis for a Three Strikes Notice, that is a defense to the eviction.

Damages

The law also gives the tenant a legal claim against their landlord if their landlord terminates their tenancy with either a Landlord Reason Termination Notice or a Three-Strikes Notice that does not comply with the law. If the tenant wins, they could recover 3 months' rent and out of pocket expenses related to the terminated as damages. A tenant must bring this legal claim within one year of when the tenant knew or should have known that the landlord violated the law.

The answer to the question 25 "Can my landlord raise my rent after I move in?" on page 8 now includes the following additional information:

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 (the federal Consumer Price Index) over the past twelve months, as published by the U.S. Department of Labor in the prior September. For 2019, the limit on rent increases is 10.3%. The limit on rent increases will change each year. Landlords must give the tenant 90-day notice of any rent increase.

Which tenants are protected?

All tenants living in buildings where the first certificate of occupancy was issued more than 15 years ago or in mobile home parks (including tenants who own their home and rent a space in a park) are protected by the 7% plus Consumer Price Index limit. Tenants living in units where the landlord is providing reduced rent to the tenant as part of a federal, state or local program or subsidy are not covered by the limits on rent increases, but they have other protections that limit their rent. This exception does not include private market-rate rentals where the tenant is renting the unit with a help of federal, state, or local government voucher or other form of rental assistance.