

Landlord – Tenant Law in Oregon

Rental Agreements

Deposits

Getting Repairs Done

Evictions

Legal Aid Services of Oregon

Community Education Series 2016

www.oregonlawhelp.org



IMPORTANT! This booklet 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 in this booklet is accurate as of January 2016. Please remember that the law is always changing through the actions of the courts, the legislature, and agencies. There is a one-year statute of limitations on all claims brought under the Oregon Residential Landlord and Tenant Act. To sue your landlord for claims under this Act, you must file those claims in court within one year after you have been damaged.

Contents

Note: In some of the answer sections of this booklet you will see references to ORS, which stands for Oregon Revised Statutes. Chapter 90 of the Oregon Revised Statutes focuses on landlord-tenant law. You can view an online version of Chapter 90 at <http://www.oregonlaws.org/ors/chapter/90>. You do not need to read these or any other laws to use this booklet.

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Laws and Organizations that Help Tenants

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.
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RESIDENTIAL LANDLORD AND TENANT ACT

1. Does the law protect tenants?

Yes. A state law, called the Oregon Residential Landlord and Tenant Act, sets rules that landlords should follow. These rules apply if you rent a home, apartment, or room to sleep in, with only a few exceptions.

The rules listed in this booklet do not apply to the following exceptions: transient occupancy in a hotel or motel; living in a place as part of your employment in or around the rental building (such as a resident manager or janitor); for a buyer, living in a place within 90 days before the closing of a sale, or for a seller, living in a place within 90 days after the closing of a sale; living on land rented primarily for the purpose of farming; living in certain institutions; living in a place on vacation for less than 45 days if you have another home; living in certain parts of a building operated for the benefit of a fraternal or social organization, of which you are a member; and living in a place as a squatter. A squatter is a person who moved in without permission from the landlord or tenant. ORS 90.110.

2. What if I haven't discussed the terms of my tenancy with my landlord?

In order to be considered a tenant, you must have, at a minimum, entered into a rental agreement with your landlord concerning the terms and conditions of your use and occupancy of a dwelling, which must include agreement on your right to occupy a dwelling unit to the exclusion of others. Your rental agreement does not have to be in writing. ORS 90.100(47). Your landlord is the

owner, lessor, or sublessor of the dwelling unit that you're renting or a person with the authority to act on behalf of your landlord. ORS 90.100(24).

In the absence of an agreement on the following matters between you and your landlord, your rent is considered to be "fair rental value," your tenancy is considered to be month-to-month, and your rent for a particular month is payable at your dwelling unit at the beginning of the month. You and your landlord have all the rights and responsibilities provided for by the law, except where a written agreement is required in order for the right or responsibility to go into effect.

ORS 90.220.

3. Does the law protect people who are living in a hotel or motel?

Yes, unless the renter has a "transient occupancy" in the hotel or motel. There is a "transient occupancy" when: 1) rent is charged per day and is not collected more than six days in advance; 2) maid and linen service is provided at least once every two days; and 3) the person has not lived there more than 30 days. All other people living in a hotel or motel are covered by the Landlord and Tenant Act.

ORS 90.100(49).

4. What are my rights if I rent space for a mobile home/manufactured dwelling or houseboat?

Tenants who rent space in a manufactured dwelling (also known as a "mobile home") park or in a floating home moorage, but who live in and own (or are buying) a mobile or floating home, have more

rights than other tenants. For example, prior to eviction, the landlord must give you a 30-day written notice that explains how you violated the rental agreement. If you correct the problems listed in the notice during the 30 days, you may stay. If you violate the same section within 6 months the landlord can give you a 20-day notice without giving you a chance to correct the problems. ORS 90.630. Other time periods may apply if the landlord's notice is based on your failure to keep your home in good repair.

If a mobile home park is going to be closed and converted to a different use, the landlord must provide residents with a closure notice 365 days before the date of closure. The notice must designate 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 mobile-home owner who is forced to relocate or abandon his/her property due to the park's closure. The landlord is not allowed to raise rent during the 365-day notice period, but is allowed to evict tenants for non-payment of rent during the notice period. For more information, contact a lawyer.

Tenants who live in and own (or are buying) a mobile home or floating home but who rent space that is not part of a manufactured dwelling park or floating home moorage may be evicted with a 180-day notice without cause.

There are different rules for RVs (recreational vehicles). ORS 90.630. **Contact a lawyer if you have questions.**

DISCRIMINATION AGAINST TENANTS

5. Can a landlord evict me, refuse to rent to me, or treat me differently because of my sex, race, color, religion, marital status, sexual orientation, gender identity, national origin, physical handicap, mental handicap, because I have a service or companion animal, or because of my source of income?

No. If you think that the landlord is treating you differently because you fit into one of these categories, contact a lawyer and/or the Fair Housing Council of Oregon. See the Resource Section at the back of this booklet for contact information.

There is one exception to the general rule stated above: a landlord can discriminate based on sex when the landlord rents a space in the landlord's own residence and all occupants share some common space within the residence.

42 USC §§ 3601-3617, ORS 659A.421(8)

It is not legal to refuse to rent to a person with disabilities because that person has an animal that is needed to help this person due to a disability. Landlords cannot charge additional rent or fees for a service or companion animal.

State law also prohibits discrimination because of a tenant's source of income (for example welfare). State law prohibits a landlord from discriminating against applicants and tenants with Section 8 vouchers or other forms of government rental assistance. ORS 659A.421

6. Does a landlord have to make a unit accessible if I have a disability?

If you live in federally-subsidized housing (see Question 11), the landlord has to permit and pay for changes to the unit in order to reasonably accommodate your disability, unless doing so would impose an undue financial and administrative burden on the landlord or is a fundamental alteration. Examples of reasonable accommodation include assigning you a parking space near the door, installing a ramp, or changing a rule.

Private landlords, as a general rule, must permit you to make changes to the unit to reasonably accommodate your disability, but are not required to pay.

Contact a lawyer and/or the Fair Housing Council of Oregon if you have questions about reasonable

accommodations in rental units. See the Resource Section at the back of this booklet.

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

A landlord may not refuse to rent to you, evict you, or treat you differently because you have children. There are exceptions for certain federally subsidized projects, for projects where all of the tenants are over 62, for projects where 80% of the tenants are over 55, and when the landlord rents space in the landlord's own residence if all occupants share some common space within the residence. In all other cases, if your landlord is discriminating against you because you have children, contact a lawyer and/or the Fair Housing Council of Oregon. See the Resource Section at the back of this booklet for contact information. ORS 659A.421

8. Can a landlord refuse to rent to me or treat me differently because I am or have been a victim of domestic violence, dating violence, stalking, or sexual assault?

A landlord may not treat you differently because you are or have been a victim of domestic violence, dating violence, stalking, or sexual assault. A landlord is not allowed to deny your application, evict you, threaten to evict you, increase rent, decrease services, or fail to renew your lease because: (1) you are a victim (present or past): (2) of a violation of the rental agreement caused by an incident of domestic violence, dating violence, sexual assault, or stalking: (3) of criminal activity or police response related to domestic violence, dating violence, stalking, or sexual assault where the tenant

is the victim: or (4) because of a bad landlord reference caused by having been a victim of or an incident of domestic violence, dating violence, stalking, or sexual assault. A landlord is also not allowed to have different rules or standards for you because you are a victim. If your landlord is discriminating against you because you are a victim, contact a lawyer and/or the Fair Housing Council of Oregon. See the Resource Section at the back of this booklet for contact information. ORS 90.449

9. Can a landlord rent to me if I am younger than 18?

Yes. Oregon law says that, if you are at least 16-years old or if you are pregnant with a child who will live with you, you can enter into rental agreements and be held responsible for paying rent and utilities. Minors who are younger than 16 or who are not pregnant can also sign a binding rental agreement under some circumstances. However, under state law, landlords are not required to rent to people who are under age 21 or over age 45. But some city ordinances make it illegal to discriminate against a person because of his or her age.

10. Can a landlord refuse to rent to me because a former landlord tried to evict me from another place?

If you won the earlier eviction court case or the eviction court case was dismissed, it is illegal for the new landlord to refuse to rent you because of that earlier eviction case. Also, a landlord may not refuse to rent to you based on an eviction judgment against you that is more than five years old. ORS 90.303.

FEDERALLY-SUBSIDIZED HOUSING

11. What rights do I have if I live in federally-subsidized housing?

If you live in a housing authority project or have some other kind of federally-subsidized housing, such as a Section 8 voucher, the rules described in this booklet protect you. You have additional

rights set out in your rental agreement, federal law, federal regulations, and court decisions. If you live in subsidized housing and have questions about your rights, contact a lawyer. See the Resource Section at the back of this booklet for contact information.

Tenants in federally-subsidized housing generally pay 30% to 35% of their income as rent or a portion of the total rent in an amount determined by the agency or organization providing rental assistance.

Tenants have a right to use their federal housing just like they would use a private home. Tenants may have guests. Landlords have no right to intrude on a tenant's privacy just because the tenant is in federal housing.

12. How do I get into federally-subsidized housing?

Some subsidized housing is owned by the housing authority; some subsidized housing is owned by private landlords. You should call both the housing authority and the property manager of the buildings owned by private landlords to get on the waiting list. Low-income families and individuals can be eligible. Eligibility varies from building to building.

SELF-HELP FOR TENANTS

13. What is a tenants' union?

It is a group of two or more tenants who have come together informally or formally to discuss problems experienced by the tenants such as the need for repairs, complaints about management, to sign petitions, or to take other action for tenants. The law protects a tenant's right to organize a tenants' union or to be part of a tenants' union. See Question 31 for information about retaliation against a tenants' union.

14. How can small claims court help me?

You can use small claims court when your landlord does not return a deposit after you moved, unlawfully destroys your things, does not make repairs required by law, enters your home without the required notice, unlawfully shuts off your utilities, changes the locks, or otherwise violates the rules set out in this booklet. The landlord may file counterclaims against you for unpaid rent or damages. It is a good idea to talk with a lawyer before filing a case in small claims court against a landlord.

If the housing authority or landlord refuses to put your name on the waiting list or denies your application, you may ask for a hearing or a conference. If you think that the landlord does not have a waiting list, that the landlord does not want to rent to you for any reason, or if you have questions about federally subsidized housing, contact a lawyer. See the Resources Section in the back of this booklet for contact information.

There are also loans from Rural Housing (formerly, FmHA) or the United States Department of Housing and Urban Development (HUD) that help low-income and disabled persons to buy homes without a large down payment and with low monthly payments. Call Rural Housing or HUD. The numbers are listed in most local phone books. Information is also available online at www.rd.usda.gov and www.hud.gov.

You cannot ask for more than \$7,500 in small claims court. The small claims court cannot order the landlord to make repairs or to return possessions; the court only has power to award money for damages. Before you can sue in small claims court, you must write a letter to your landlord asking your landlord to pay you within ten days. See Sample Letters 1 and 7. When you go to court, you must prove your case. You should bring with you to court, witnesses, photographs, and copies of any letters you have sent to or received from your landlord. There is no appeal from small claims court. When a tenant sues a landlord for violations of the Landlord and Tenant Act, the lawsuit must be filed (started) within one year of the incident. Claims based on other laws might have different deadlines. ORS 46.405.

Moving In: Rental Agreements

15. What should I do before I rent a place?

Make sure that: the place meets your needs; you can afford the rent; you clearly understand who will pay for electricity, heat, water, and garbage pick-up; and you inspect the place and note in writing any problems.

You can use the “Inventory and Condition Report” on Page 33 when you inspect the place. Ask the landlord to be there. Ask the landlord to sign your notes, or send a copy of your notes to the landlord afterwards. Take pictures and have friends look at any problems so you can later prove in court that the problem was there before you moved in.

If you find out after you move in that a building inspector told the landlord not to rent the place until repairs were made, but the repairs were not made, contact a lawyer. See the Resource Section at the back of this booklet for contact information.

16. What is a rental agreement?

It is all oral (spoken) or written agreements between a landlord and tenant that describes the terms and conditions of a tenant’s use of the rental unit. A rental agreement also includes all valid laws and regulations that apply to the landlord’s and the tenant’s rights and obligations.. This typically includes the amount of rent, the date rent is due, where to pay rent, and any other rules that apply to using the rental unit.

ORS 90.100(38).

Having a written rental agreement that is signed by both you and your landlord can help you to prove in court that your landlord agreed to certain provisions that the law wouldn’t otherwise provide for automatically. If you decide to enter into a written rental agreement, your landlord is required to provide you with a copy of the written rental agreement when you sign it and to make a copy available later at a cost of not more than 25

cents per page (or the actual copying costs). ORS 90.305. See Question 18 for more information on written agreements for a fixed-term tenancy.

17. Should I keep receipts, copies of letters I send to my landlord, and other documentation of agreements that I made with my landlord?

Yes. You should get and keep written documentation of anything you may need to prove at some later date. For example, if you want to be able to prove that you paid rent on time, you should get a receipt to show complete and timely payment of rent (a landlord is required to give you a receipt for any payment if you request one (ORS 90.140)). If you want to be able to prove that you requested repairs, you should ask for repairs in writing and keep copies of your letters. If you want to be able to prove that you sent something to your landlord on a certain date, you should get a certificate of mailing from the post office (different than certified mail). Keeping a signed copy of your rental agreement will help you to prove in court what it is that you and your landlord agreed to.

18. What is a lease?

Most people use the word “lease” to describe a written rental agreement that is for a set period of time, such as a year, with a fixed amount of rent. But some leases permit an increase of rent after a 30-day notice. The lease will state how the tenant and landlord can end the lease early.

If you have a lease with a fixed amount of rent, the landlord cannot raise the rent during the fixed term. However, with this type of lease, if you end the lease early you may have to either continue to pay rent until the landlord rents to another tenant or pay a lease break fee, if such a fee is described in your written rental agreement. Whenever a tenant terminates a lease early, the landlord has an obligation to try to rent the unit to someone else; this is known as the obligation to “mitigate damages.”

19. Can the rental agreement waive or take away a tenant's rights under Oregon's Residential Landlord Tenant Act?

No. The landlord and tenant cannot agree to waive or take away the rights given to tenants under Oregon law. ORS 90.245.

Application Fees, Deposits, Rent Increases, Late Charges, Utility Bills

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.

20. What is the difference between a fee and a security deposit?

A “fee” is a non-refundable payment. To be enforceable, a fee must be described in a written rental agreement. A landlord may only charge you a fee in the following instances: if you are late on your rent (see Question 27); if you bounce a check to the landlord; if you tamper with your smoke detectors; if you violate pet rules; if you break your lease early; if you are late paying for a utility (see Question 28); if you fail to clean up after your pet; if you smoke in clearly designated non-smoking areas; or if you violate parking or driving rules. All other fees are illegal. ORS 90.302. A tenant can be charged a late fee each month that the rent is paid late. ORS 90.100(16).

21. When I find a place that I want to rent, can the landlord make me pay in order to apply?

You cannot be charged a fee just to have your name placed on a waiting list, but you can be charged other costs associated with applying to housing. These costs include an applicant screening charge and a deposit to hold.

An *applicant screening charge* is a payment that covers the costs of screening tenants, such as reference checks and credit reports. These

charges can be collected only if there is a unit for rent (or that will be soon), unless you agree otherwise in writing. The landlord must give you a receipt for the payment. You must be given a written notice before you pay an applicant screening charge of:

- the amount of the charge;
- the factors the landlord will consider in deciding on your application (the admission or screening criteria);
- the process the landlord will use in screening, including whether the landlord uses a tenant screening company; and
- that you have the right to send a statement to any screening company or credit re-ported agency used by the landlord if you think the information the landlord gets is wrong.

Before accepting the applicant screening charge, the landlord must also give you an estimate of the number of other applicants who are ahead of you in applying for the unit or units of the size you want. This information can help you decide whether it's worth applying.

If the landlord charges you an applicant screening charge and you are denied, or if you did not pay an applicant screening charge but request in writing the reason for denial, the landlord must promptly provide you with one or more reasons for your denial in writing. ORS 90.304. If a landlord does not rent to you because of any information the landlord gets from a tenant screening service or credit reporting agency, the landlord must tell you this. The landlord must also tell you the name and address of the screening service or reporting agency. These rules apply even if you did not pay an applicant screening charge.

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

If the landlord makes you pay an applicant screening charge without following these rules, you can sue the landlord for the amount of the applicant screening charge plus \$150. ORS 90.295. See Question 14 for information about small claims court. See the Time Limit Warning at the beginning of this booklet section.

A deposit to hold the unit is a fee paid before you enter into a rental agreement so that the landlord will hold the rental unit and not rent it to others. There must be a written agreement that describes when the deposit must be refunded to the tenant and when it can be kept by the landlord.

If you and the landlord enter into the rental agreement, the landlord must give back the deposit — either by giving you a refund or by crediting your account. 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, the deposit must be refunded 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. See Question 13 for information about small claims court. See the Time Limit Warning at the beginning of this booklet section.

22. When I rent a place, can a landlord make me pay a deposit?

Yes. A landlord can make you pay a security deposit. (But if you rent week-to-week, you cannot be charged this deposit (ORS 90.100(52)). When you pay the deposit, ask for a receipt that shows you paid a "security deposit." You can try to work out 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.

Once you have moved in, the landlord cannot, without your agreement, charge a new deposit or increase the deposit you have already paid for the first year you live there. After the first year, a landlord can charge or increase the deposit but must give you at least 3 months to pay it.

ORS 90.300(5).

If you paid a deposit, the landlord must return the deposit within 31 days of when you move out and return the keys as long as you haven't damaged the place beyond ordinary wear and tear and have given the landlord the required notice, paid the rent, returned the keys, and followed other rules in your rental agreement. ORS 90.300(7). The one exception is that a landlord may deduct the cost of professional carpet cleaning from your deposit if the carpet was professionally cleaned or replaced before your moved in and your written rental agreement says that the landlord may deduct the cost of carpet cleaning for your security deposit. A landlord is not required to repair the damage to the unit after you move out in order to deduct the cost of the repair from your deposit.

When you first rent a place, the landlord may also require you to pay rent in advance, sometimes called a "last month's rent deposit." ORS 90.100(26). See Question 45 for more information.

23. Can I get interest payments on a security deposit?

Oregon law does not require landlords to pay interest, but you may ask if your landlord will agree to do this.

24. What if my landlord does not return my security deposit?

Within 31 days after you move out and return your keys, the landlord must either return your deposit or tell you in writing why all or some of it is not being refunded. If the landlord does not return the right amount of money or does not give you a written explanation, you may sue, asking for twice the amount wrongfully withheld. ORS 90.300(16). If the landlord kept all of your deposit and claims that you owe additional money, you should be ready to defend yourself against a possible counterclaim by the landlord for property damages. See Question 13 for information about small claims court and the Time Limit Warning at the beginning of this booklet section.

If the landlord refunds only part of the deposit, you can cash the check and still sue the landlord if you think you are owed more money. 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.

See Questions 42 through 47 for information on what to do to improve your chances of getting your deposit back when you move out. See Sample Letter 7.

25. What happens if the place I am renting gets a new landlord?

If a landlord sells the building or home that you rent, both you and the new landlord must follow the terms of the original rental agreement. The new landlord must 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 also make repairs and follow the rules set out in this booklet.

26. 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 Question 42 for information on how to give a termination notice. Also, if you feel the landlord raised your rent to retaliate against you, see Question 31. If you feel the landlord raised your rent because you are a member of a protected class under fair housing law, see Questions 5 – 10.

27. 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 Question 20 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 1) 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. See Question 52, For-Cause notice.

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)

28. Can a landlord charge me utility or service fees?

If a landlord is being billed directly for utility services to your rental unit or to a common area, the landlord can charge you for these services, if provided for in the written rental agreement. Examples of utilities or services are electricity, natural or liquid propane gas, water, heat, air conditioning, cable television, sewer service, and garbage collection. The landlord cannot charge you more for the utility than the landlord was billed by the provider. However, for video subscription services, such as cable TV, satellite TV, or internet service, a landlord can charge up to 10% over the landlord's cost for these services, as long as the total cost is not more than the tenant would have to pay if the tenant got the service directly. If the rental agreement does not outline how the amount charged to the tenant for utilities was figured out, the tenant can get a copy of the bill from the landlord before paying the charge. If your landlord fails to follow the requirements explained in this paragraph, you

may sue your landlord and ask for damages in the amount of twice the amount you were wrongfully charged or one month's rent, whichever is more. ORS 90.315(4). See the Time Limit Warning at the beginning of this booklet section.

A tenant who fails to pay a utility or service charge cannot be evicted with a nonpayment of rent notice. A tenant who receives a 72-hour or 144-hour notice for nonpayment of rent can keep from being evicted by paying only the rent and not the utility charge during the notice period. (A landlord cannot deduct the utility fee from this rent payment and claim that rent is owing). Tenants who haven't paid the utility charge can be evicted on a 30-day for-cause notice, even if all rent has been paid. ORS 90.315. See Question 52, For-Cause notice.

29. What can I do about utility bills that I don't owe?

Before you move in, if you can't get utility service because a former tenant or the owner owes money to the utility provider, you can: 1) pay the bill and deduct it from your rent, 2) reach an agreement with the landlord as to how the bill will be paid and get the agreement in writing, or 3) immediately end the tenancy by telling the landlord what happened and explaining that you will not keep the unit. If you immediately end the tenancy, the landlord has 4 days to return prepaid rent and your refundable security deposit. If the rental agreement is terminated and the landlord fails to return money owed to you, you are entitled to twice the amount wrongfully withheld. ORS 90.315(5). See the Time Limit Warning at the beginning of this booklet section.

After you move in, if you can't get service because a former tenant or the owner owes money to the utility provider, or if your utilities are shut off because the landlord was supposed to pay the utility bill and didn't pay, you can: 1) pay the bill and deduct it from your rent; or 2) give the landlord a 72-hour written or verbal notice and, if utility service is not turned back on within the 72 hours move out. If the utility service is not restored and you move, the landlord is required to

return prepaid rent and refundable security deposits within 4 days. If the rental agreement is terminated, you can also sue the landlord for compensation for the actual damage that you suffered as a result of not having utilities and, if the landlord fails to return money owed to you, you are entitled to twice the amount wrongfully withheld. ORS 90.315(6). See the Time Limit Warning at the beginning of this booklet section. You can also go to court to ask for an order to require the landlord to turn the utilities back on if the landlord had agreed to pay the bill and did not pay. See Question 33 and 34.

In either case, **YOU SHOULD NOT WITHHOLD RENT UNLESS ADVISED TO DO SO BY A LAWYER WHO HAS AGREED TO REPRESENT YOU IN COURT!** See the Resource Section located at the end of this booklet.

If your landlord has caused or attempted to deny you an “essential service,” which can include services such as heat and water, you may have additional or different rights. See Question 34 for details.

Right of Entry, Retaliation

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.
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30. Does my landlord have a right to enter the rented space?

Yes, at reasonable times and with reasonable frequency. But the landlord must have a reasonable purpose, such as to inspect the rental unit or to supply necessary or agreed upon services, and must give you a 24-hour verbal or written notice before entering, with a few exceptions. A landlord does not need to give a 24-hour notice to enter your dwelling or your yard if the landlord is:

- Posting a legally permissible or required notice on your door (the landlord may enter only your yard for this reason, not your home);
- Doing yard work that the written rental agreement requires the landlord to do (the landlord may only enter your yard for this reason, not your home);

- Responding to an emergency, which includes a repair problem that may cause serious damage to the premises if not fixed immediately (the landlord must notify you that the entry was made within 24 hours after the entry);
- Entering with your permission, in the case of a specific entry;
- Responding to your written request for repairs and either entering during reasonable times or, if you specified allowable and reasonable times for entry in the written request, entering within those specified times. However, the landlord must start the repairs within 7 days of the written request in order to enter without giving notice, and may continue to enter without giving notice in order to complete those repairs, as long as the landlord is making a reasonable effort to complete the repairs in a timely manner;

- Showing the property to a prospective buyer at reasonable times, but only if the landlord and tenant have signed a written agreement to allow this that is separate from the rental agreement and that went into effect while the landlord was actively trying to sell the property; or
- Entering your property in cases involving a court order, a requirement from a government agency, or your abandonment of the property.

You have the right to deny entry to the landlord for good reasons; you must tell the landlord the reasons before the time the landlord intends to enter. Tenants can be evicted for unreasonably denying entry.

If a landlord enters the property without following these rules, you can sue and ask for damages caused by the entry or one month's rent (one week's rent for weekly renters), whichever is more. ORS. 90.322. See the Time Limit Warning at the beginning of this booklet section.

31. Can a landlord retaliate against me after I complain about the need for repairs or other protected activity?

Your landlord may not retaliate by increasing rent, decreasing services, serving an eviction notice, threatening eviction, or filing an eviction case after you:

- 1) 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);
- 2) Complain to certain code enforcement agencies;
- 3) Join or organize a tenants' union;
- 4) Testify against the landlord in court;

- 5) Win in an eviction court case against your landlord within the last six months, unless the win was based on a technicality; or
- 6) Do something or say that you will do something to assert your rights as a tenant under any law.

You may sue for retaliation and ask for twice the actual damages or up to two months' rent, whichever is more. You may also raise retaliation as a defense to an eviction based on a 30 or 60 day no cause notice if you can prove the notice was given in retaliation. However, retaliation is either not an available defense or unlikely to be a winning defense if you owed rent when the notice was given, if any code violations were caused by you or your guests, if you made repeated harassing complaints to the landlord, or when repairs needed cannot be made without forcing you to move out. Contact a lawyer before using retaliation as a defense in an eviction case or as a claim for money damages. ORS 90.385. See the Time Limit Warning at the beginning of this booklet section.

Getting Repairs Done

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.

32. Does the landlord have to make repairs?

Yes. The landlord must keep your place and the common areas in good repair at all times. This means that the unit must not substantially lack the following:

- 1) Effective waterproofing and weather protection;
- 2) A proper and functioning plumbing system;
- 3) A water supply, under the control of the tenant, that is capable of producing hot and cold running water, furnished to appropriate fixtures, connected to a proper sewage system, and, to the extent that landlord can control this, maintained so as to be in good working order and to provide safe drinking water;
- 4) Adequate heating facilities;
- 5) Electrical lighting and wiring;
- 6) Smoke detectors installed and working when you move in (but tenants must test the detectors every 6 months, replace batteries when needed, and give the landlord written notice if the detectors are broken);
- 7) Safety from fire hazards;
- 8) Appliances and facilities (air conditioning, ventilating) in working order if they are provided by the landlord;
- 9) Working keys, locks, and window latches;

- 10) No garbage, rodents, or vermin in your place when you move in or in common areas around the building throughout the tenancy;
- 11) Garbage containers and garbage service, unless you agree otherwise in writing or unless there is a local ordinance that doesn't require this;
- 12) Adequate plumbing, heating, and electrical equipment kept in good working order;
- 13) Walls, floors, ceilings, stairways, and railings in good repair;
- 14) The place must be clean and in good repair when you move in; and
- 15) The areas under the control of the landlord must be safe for normal and expected use.

The landlord and tenant can agree in writing that the tenant will fix certain things if the agreement is not an attempt by the landlord to avoid the duty to repair. The written agreement must state the amount of the payment for repair and it must be a fair amount. ORS 90.320.

33. What can I do if my landlord will not repair my place?

Ask your landlord to make repairs. If this does not work, write a letter to your landlord asking for repairs. See Sample Letter 1. **Keep a copy of the letter.**

If this does not work, call a lawyer to ask for advice on what to do next, such as calling a city building inspector (if available where you live), health inspectors, fire inspectors or neighborhood mediation. In an emergency, like a broken pipe or no heat, call a lawyer right away.

You can sue a landlord for a court order to force repairs. If you have given the landlord notice of the need for repair and if the problem was not caused by you or someone else (besides the landlord), you may sue the landlord for damages to compensate you for reduced rental value and destroyed property. However, you cannot get an order for repairs in small claims court. When you sue the landlord for money, be sure to ask for all the money that you think you should get. You may sue for money because the landlord failed to make repairs, and because your landlord damaged or destroyed your clothing or furniture.

You may sue for money because your home was worth less each month because of the need for repairs. For example, if you could not use two rooms in a four-room apartment because of a bad leak in the roof, you might say that there was a 50% reduced rental value. (Because you could use half the apartment, you could argue that you should only pay half the rent during that time.) You may also sue for lost work time, medical expenses, higher heat bills, and other expenses caused by the landlord's failure to make repairs. ORS. 90.360. It is best to have a lawyer in order to file this kind of case. If you are unable to find a lawyer willing to represent you, you can sue your landlord for money in small claims court. See Question 13 and the Time Limit Warning at the beginning of this booklet section.

If you have written your landlord multiple times to ask for repairs and your landlord refuses to make the necessary repairs, you may terminate a fixed term tenancy early and move out. In order to do this, you must give your landlord a written notice describing the needed repairs and explaining that you will move out on a date not less than 30 days from the date of the notice (or 33 days if the notice is mailed to your landlord) if the repairs are not completed within 30 days (or 33 days if the notice

is mailed). 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 completed. If your landlord completes the requested repairs within the amount of time provided in your notice, you do not have legal grounds to terminate your tenancy. However, if the same repair is needed again within six months of your written notice, you may give the landlord another written notice describing the same needed repair and explaining that you will move out on a date no less than 14 days (17 days if the notice is mailed) from the date of the notice. You do not need to give the landlord the opportunity to fix the problem before moving out with this second notice. ORS 90.360(1).

34. What can I do if my landlord fails to provide an “essential service”?

An “essential service” means heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches for windows, and any cooking appliance or refrigerator supplied or required to be supplied by the landlord. An “essential service” also includes any habitability requirements (see Question 32) or service under the rental agreement, the lack of which creates a serious threat to your health, safety, or property, or makes the unfit to live in. ORS 90.100(13).

If the landlord fails to provide an “essential service,” you have several options:

- **Seek Substitute Services:** You can get the essential service during the time that the landlord fails to supply the service and deduct the cost from the rent; **(YOU SHOULD NOT WITHHOLD RENT UNLESS ADVISED TO DO SO BY A LAWYER WHO HAS AGREED TO REPRESENT YOU IN COURT!)**
- **Seek Reduction in Rent:** You can get compensation for the damage caused by the failure to provide an essential service, based on how much less the rental unit was worth at the time of the landlord's violation; or

- **Seek Substitute Housing:** If the failure to supply an essential service makes your rental unit unsafe or unfit to live in, and you have given your landlord written notice of the problems and you stay in alternate housing while the problem is being repaired, you are not obligated to pay rent for the time period the landlord failed to supply this essential service. You may also seek compensation from the landlord for the fair cost of comparable housing above your rent amount.

In order to do one of the three things listed above, you must first give your landlord a written notice describing the lack of substitute service and stating that you may do one of the three things above if your landlord fails to fix the problem within a reasonable amount of time. You should give your landlord a specific date to fix the problem by.

ORS 90.365(1).

If you have a lease for a fixed term, your landlord's failure to supply an essential service may give you legal grounds to terminate your tenancy. How to terminate your tenancy depends on how serious the failure to supply the essentials service 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. 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. See Sample Letter 6.

ORS 90.365

In all other cases, upon the landlord's failure to supply the essential service you may give your landlord a written notice describing the lack of essential services and explaining that you will move out on a date not less than 7 days from the date of the notice (or 10 days if the notice is mailed to your landlord) if the essential service is not restored within 7 days (or 10 days if the notice is mailed). If your landlord restores the essential service within the amount of time provided in your notice you do not have legal grounds to terminate your rental agreement for a fixed term. However,

if the same essential service is lacking again within six months of your written notice, you may give the landlord a written notice describing the same lacking essential service and explaining that you will move out on a date no less than 14 days (17 days if the notice is mailed) from the date of the notice.

ORS 90.360(1).

Also, it is illegal for a landlord to intentionally diminish an essential service to your unit, to seriously attempt to cause an interruption of an essential service, or to seriously threaten to do so . If the landlord does any of these things, you have a right to terminate your rental agreement. Regardless of whether or not you terminate your rental agreement, you also have a right to get a court order requiring the landlord to restore the essential service and you have a right to sue for damages in the amount of two months' rent or twice the amount of the actual damages caused by the shut off of the essential service, whichever is more. If you terminate the rental agreement, the landlord is required to give you back all prepaid rent and security deposits.

ORS 90.375.

35. If I am a victim of domestic violence, dating violence, stalking, or sexual assault, may I have my locks changed?

Yes. You are responsible for the cost of the lock change. You are not required to provide any evidence that you are a victim of domestic abuse, dating violence, sexual assault, or stalking. If the landlord fails to act promptly, you may change the locks without the landlord's permission and give a key to the landlord. If your abuser is your co-tenant, 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 a co-tenant is jointly liable with any other tenants for any rent owing or damage caused to the unit before the abuser was excluded from the unit.

ORS 90.459.

36. May I withhold rent if repairs aren't made?

First, follow the steps listed under Question 33, including making a demand for repairs, writing a letter to the landlord, and calling an inspector, if available where you live. If this does not work, it is legal for a tenant to withhold all or part of the rent to force legally required repairs when there is serious need for repairs and the landlord refuses to make repairs. **YOU SHOULD NOT WITHHOLD RENT UNLESS ADVISED TO DO SO BY A LAWYER WHO HAS AGREED TO REPRESENT YOU IN COURT!** See the Resource Section at the end of this booklet.

If you decide to withhold rent, you should probably withhold less than the full amount of rent. Think about what is a fair amount to withhold because of the need for repairs.

IF YOU WITHHOLD RENT, DO NOT SPEND IT. PAY IT TO YOUR LAWYER'S TRUST ACCOUNT OR OPEN A SEPARATE BANK ACCOUNT. KEEP THE MONEY.

If you withhold rent, your landlord will likely give you a 72-hour or 144-hour notice of nonpayment of rent and will file an eviction court case against you if you do not pay rent within the notice period. If your landlord files an eviction case against you, this may appear on your credit record whether you win or lose the case. (You have a right to dispute the accuracy of your credit report). During the eviction case, the court may order you to pay the withheld rent into court, into a lawyer's trust account, or into a separate bank account. During the eviction case, you must be ready to continue paying rent into court or a separate account as rent becomes due, to file an Answer describing the serious need for repairs, and then prove that there were serious problems that the landlord was aware of and failed to fix. **YOU SHOULD NOT WITHHOLD RENT UNLESS ADVISED TO DO SO BY A LAWYER WHO HAS AGREED TO REPRESENT YOU IN COURT.**

Sometimes tenants lose in court after withholding rent.

If you decide to withhold rent, you or a lawyer should to send a demand letter like Sample Letter 5. **A TENANT SHOULD NOTIFY THE LANDLORD OF THE REASONS FOR WITHHOLDING RENT BEFORE THE LANDLORD FILES THE EVICTION CASE IN COURT.**

ORS 90.370.

37. May I hire a repair person to do the repairs and deduct the costs of repairs from the next month's rent?

Yes, if the repairs can be done for less than \$300. You should make the demand for repairs as described under Question 33.

IT IS USUALLY NOT A GOOD IDEA FOR PEOPLE TO USE THE REPAIR AND DEDUCT SECTION UNLESS YOUR LANDLORD AGREES IN ADVANCE TO LET YOU USE REPAIR AND DEDUCT OR YOU HAVE BEEN ADVISED BY A LAWYER TO USE THE REPAIR AND DEDUCT SECTION.

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

- 1) You must notify the landlord in writing of the need for the repair and that if the landlord does not make the repair within at least 7 days (or 10 days if mailing the notice) you will have the repair made and deduct the cost from your rent. See Sample Letter 2. After sending the letter to your landlord, call the landlord and try to get the landlord to agree to make the repair or to agree to your having it done. **As always, keep copies of all letters!**
- 2) The total costs of the repairs must not be more than \$300.
- 3) The problem that needs to be repaired must not have been caused by you, your family, or guests.
- 4) The work must be done in a professional manner and at the lowest possible cost. If

the person you hired to do repairs causes damage to the property, the landlord may argue that you must pay. The landlord may specify the person you must use to do the repairs. ORS 90.368.

38. Are there any risks if I use the repair and deduct section?

Yes. You must follow all the rules listed under Question 37. The landlord might try to evict you for not paying the full rent and might sue you to recover the rent not paid if you do not follow all the rules. If the landlord files an eviction case, the filing may appear on your credit record even if you win the case in court. (You have the right to dispute the accuracy of your credit record.)

39. If I call the building inspector, can I be evicted?

Your landlord cannot legally evict you in retaliation for your calling a building inspector. But you may have to go to court to prove that this was the reason for the eviction. ORS 90.385.

The building inspector could force you to move if the unit is very dangerous, but this doesn't happen often. If it does, contact a lawyer.

40. Can my landlord bill me for repairs?

Yes, if you, your family, or your guests cause damage to the premises that is beyond normal wear and tear.

41. If I am a victim of domestic violence, dating violence, stalking, or sexual assault, do I have to pay for repairs done by my abuser?

No. Your landlord can not charge you for damage to the unit that was caused by your abuser so long as you can verify that you are a victim of domestic violence, dating violence, stalking, or sexual assault. The "verification" of your having been the victim of abuse can be a valid court order requiring the abuser to stay away from you (such as a restraining order signed by a judge), a court order of conviction or a police report regarding 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 victims service provider) law enforcement officer saying that you have been a victim of abuse within the past 90 days. ORS 90.325(3).

Moving Out

**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.

42. Do I have to give notice to my landlord before I move?

Yes. You may serve the notice in one of three ways: in person; mail the notice by first class mail; or post and mail if your rental agreement allows for it.. For all notices that are mailed, add an additional 3 days to calculate when the notice will go into effect. For all notices that are posted and mailed, you do not need to add an additional 3 days. ORS 90.150(3).

If you are renting month-to-month, you must notify your landlord in writing 30 days (33 days if the notice is mailed only and not posted) before the day you move. See Sample Letter 5. You do not need a reason to end the tenancy. Your landlord may agree to accept a shorter notice but is not required to do so. Get the agreement in writing.

If you are renting week-to-week, you must notify your landlord in writing 10 days (13 days if the notice is mailed only and not posted) before the day you move.

You may give the notice on any day of the month, not just the first day of the month or on the day that rent is due.

If you have a lease, read the lease carefully to see if the lease requires written notice before you move at the end of the lease term. You may be able to break the lease earlier if the landlord violates the lease terms or the law or you are a victim of domestic violence, dating violence, stalking, or sexual assault. ORS 90.427. See Questions 33, 34, and 44.

43. Do I have to pay rent for the full 30 days after I give my landlord notice that I'm leaving?

Yes, even if you move out before the 30 days are up, unless the landlord agrees to your moving early without paying. (Get all agreements in writing). If you do not pay, the landlord will probably deduct the rent from your security deposit and 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. This is known as the obligation to "mitigate damages." You do not have to pay rent for any time that a new tenant is living in the unit. ORS 90.427.

44. If I am a victim of domestic violence, dating violence, stalking, or sexual assault, can I terminate my rental agreement more quickly?

Yes. You can terminate your rental agreement and the rental agreement of your immediate family members* with at least 14-days' written notice to your landlord. Your written notice must include verification that you have been a victim of domestic violence, dating violence, stalking, or sexual assault within the last 90 days** or that you have a current order of protection from the courts. The "verification" of your having been the victim can be in the form of a valid court order requiring the abuser to stay away from you (such as a restraining order signed by a judge), a court order of conviction or a police report regarding an act of 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 victims service provider) law enforcement officer saying that you have been a victim of abuse within the past 90 days.

* Immediate family members include: an adult who is related by blood, adoption, marriage or domestic partnership; your current boyfriend or girlfriend; the other parent of your child; and grandchild or foster child.

** The time that your abuser has been in jail or lived more than 100 miles away does not count against the 90-day time limit. (For example, if you were the victim of abuse 100 days prior to submitting written notice to terminate your rental agreement, and during the previous 100 days, your abuser spent 25 days in jail, as far as the law is concerned, only 75 days have passed since you were last a victim of abuse. Your request for early lease termination as a victim of abuse is within the 90-day time limit.)

45. If I paid last month's rent when I moved in, will I have to pay any more rent when I give a 30-day notice that I am moving?

If it is clear that you paid a "last month's rent deposit," and not some other kind of deposit or fee, the landlord must use this money for the last month's rent when either you or the landlord gives a notice to terminate the rental agreement (except if your landlord gives you an eviction notice for non-payment of rent). If your landlord raised your rent after you moved in, the landlord can make you pay the difference between the prepaid last month's rent and the higher amount of rent after the rent increase. ORS 90.300(a).

46. Can I move out if my rental unit is posted or condemned because of a city, county, or fire code violation?

Yes, if your place has been posted as being unsafe and unlawful to occupy because of code violations that affect health or safety which you did not cause. You can move out immediately by telling the landlord that you are moving and the reasons

for your move. Within 14 days of moving out, the landlord is required to return all of 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. Contact a lawyer for information about your rights in these cases. ORS 90.380. See the Time Limit Warning at the beginning of this booklet section.

47. Should I clean my place when I move out?

Yes. The law only requires that you leave the place as clean as you found it, minus normal wear and tear. If it was a mess when you moved in—and you can prove it—you should be able to leave it in the same condition and still get your deposit back. However, to maximize your chances of getting your security deposit back you should remove all of your things, remove any garbage and reasonably clean the unit. It is a good idea to walk through the clean unit with your landlord and ask if the landlord thinks that it is clean enough. Ask your landlord to agree in writing that the rental unit was clean and undamaged when you moved out and that you do not owe for cleaning or damages. Your landlord is not required to do a walk through with you. 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 and have a witness with you.

If you do not clean the unit, the landlord may keep part of the deposit for the costs of cleaning the unit. See Question 24 for information on refunds of deposits.

The Landlord Wants You to Leave: Eviction

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.
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48. Can my landlord force me to leave the rental unit?

The landlord must go to court and get a court order to force you to leave. ORS 105.105. The landlord cannot legally change the locks, shut off the utilities, remove your property, threaten any of these actions, or take any other action to force you to move without first getting a court order.

There are only three ways that a landlord can get a rented place back legally:

- 1) The tenant can move and return the keys to the landlord;
- 2) The tenant can move away, abandoning the unit without telling anyone of plans to come back; or
- 3) The landlord can go to court and get an order, with notice to the tenant to have the sheriff force the tenant to move out. Only the sheriff, with a court order, has authority to physically remove you.

49. What can I do if I am locked out or my utilities are shut off by my landlord?

The only legal way to force you out of your home is for the landlord to go to court and get an order that requires you to leave. If the landlord locks you out, tell the landlord that it is illegal and ask to be let back into your home. If this doesn't work, see if you can get in through a window or another door.. If the landlord refuses to let you back in and you cannot get in on your own, you can call the police. They will sometimes help. They may

say that it is a civil dispute and that they will not help you. If so, contact a lawyer.

If your landlord unlawfully changes the locks, shuts off the power or other utilities, makes serious threats or attempts to shut off your utilities, or takes other out-of-court action to force you to move, you may file a lawsuit to get an order so that you can return to your home. You can also sue for damages in the amount of two months' rent or twice your actual damages, whichever is more; and for another month's rent or actual damages if the landlord entered your home illegally (for example, to change the locks). This lawsuit can include damages for emotional distress causing loss of sleep, inability to eat, and other interference with your ability to use the rental unit. ORS 90.375. See the Time Limit Warning at the beginning of this booklet section.

See Question 29 for information about additional rights that you have if the landlord doesn't pay utility bills that the landlord is supposed to pay.

50. What does a landlord have to do to evict me?

A landlord must first give you a termination notice, unless you had an agreement that expired on a certain date. If you do not move by the date listed in the termination notice, the landlord may take you to court. If your landlord takes you to court, you will be given legal papers, including a Summons and Complaint telling you when to go to court for First Appearance. The landlord must go to court and get a court order that says you must leave. See Questions 57 and 58 for information on what happens in court.

51. How does a landlord give a termination notice?

There is only three ways that a landlord can legally serve you with a termination notice. The landlord must hand-deliver the termination notice, mail it to your address by first class mail, or put the notice on your door and mail you a copy (if your rental agreement allows this). If the notice is handed to you, the notice period starts to run immediately. If it is only mailed to you, the landlord must add 3 days to the length of notice. If it is posted and mailed, the notice starts to run either when the landlord mails the notice or on the day the landlord posts and mails the notice. Any other way that the landlord gives you a notice of termination (such as email, orally, or by certified mail) is not legal and may give you a defense in any eviction action based on that notice.

All termination notices must be in writing.

ORS 90.155, 90.160.

52. What kinds of termination notices can a landlord give me?

Note: If you live in federally-subsidized housing you have additional rights to the ones included in the following rules. See Question 11 and 12.

No-Cause

If you rent month-to-month, your landlord can give you a notice to move without giving you a reason why. If you have lived there less than one year, your landlord may give you a 30-day no-cause notice (33 days if mailed and not posted). If you have lived there a year or more, your landlord must give you a 60-day no-cause notice (63 days if mailed and not posted). This 60-day notice period does not apply when your home is sold to a person who plans to live in it as their primary residence. Your landlord has to give you proof of the purchase when giving you a 30-day notice under these circumstances.

If you live in the City of 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.

If you rent week-to-week, your landlord can give you a 10-day no-cause notice (13 days if mailed and not posted).

In all cases, a landlord cannot retaliate or discriminate against you by giving you a no-cause notice, as explained in Questions 5, 7, 8, 9, and 31. If you live in a mobile home park or some kinds of federally-subsidized housing, the landlord may not be able to use a no-cause notice. ORS 90.427.

For-Cause

If your rental agreement is for a fixed term, your landlord may give you a 30-day for-cause notice (33 days if mailed and not posted) with the opportunity to fix the problem within the term of the agreement. The notice must describe a material violation of the rental agreement done by you, your household members or your guest. If the problem in the notice is “ongoing” (an unauthorized roommate, for example), you are entitled to at least 14 days to fix the problem. If the problem is “not ongoing” (a loud party, for example), your landlord may require you to immediately fix the problem.

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

If you rent week-to-week, your landlord may give you a 7-day for-cause notice (10 days if mailed and not posted), with an opportunity to fix the problem in 4 days. If you cause the same problem within six months, the landlord may give you a 4-day notice without allowing you to fix the problem.

ORS 90.392.

Pets

If you are keeping a pet in violation of the rental agreement, your landlord may give you a 10-day

notice to remove the pet or move (13 days if mailed and not posted). ORS 90.405.

Your landlord may give you a 24-hour notice (add 3 days if mailed and not posted if your pet: 1) inflicts substantial personal injury to someone on the premises, other than you; 2) seriously threatens to inflict substantial personal injury to someone on the premises, other than you; 3) causes major damage to the unit on more than one occasion; or 4) commits an act that is outrageous in the extreme on, or very near, the premises. This notice must describe the incident and tell you that if you remove the pet from the premises before the end of the 24-hour notice period you can stay in the unit. If you do this but then return the pet to the unit at any later time, 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 pet.

ORS 90.396.

Late Rent

The landlord can give you a 72-hour notice to pay rent or move after your rent is more than 7 days overdue. If your written rental agreement allows, your landlord may also give you a 144-hour notice to pay rent or move after your rent is more than 4 days overdue. The 144-hour notice can be given sooner but must give you longer to pay, so the date you must pay or move works out to be the same as with a 72-hour notice. (If you rent week-to-week, a 72-hour notice can be given if your rent is more than 4 days late). The landlord must give three more days for you to pay or move if the notice is mailed. If you pay, your money is due by 11:59 p.m. of the third day for a 72-hour notice or 11:59 p.m. of the sixth day for a 144-hour notice.

ORS 90.394.

The landlord must accept your full payment of rent during the notice period. The landlord does not have to accept a partial payment of rent during the notice period. Also, the landlord does not have to accept any payments offered after the notice period. (If the landlord accepts partial payment of rent, the landlord cannot evict you for non-payment of rent

unless the partial payment plan is in writing (ORS 90.417.)

Usually you can mail the late rent within the time periods. BUT 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 and the nonpayment of rent notice require this, you must bring (not mail) the rent to the place listed on the notice. (The place for paying rent must be either on the premises or where you always pay rent, and it must be available throughout the notice period).

ORS 90.394.

Personal Injury, Threats, Substantial Damage, and Extremely Outrageous Acts

Your landlord may give you a 24-hour notice (add 3 days if mailed and not posted) if you, your pet, or someone in your control: 1) inflicts substantial personal injury upon others on the premises; 2) seriously threatens to inflict personal injury or recklessly endangers a person on the premises; 3) causes major damage to the unit; or 4) commits an act that is outrageous in the extreme on, or very near, the premises.

ORS 90.396

“Someone in your control” means a person that you permit to come to or stay in your place when you know or should know that he or she is committing (or is likely to commit) an “outrageous act,” personal injury, substantial damage, or seriously threatening injury or damage. “Outrageous acts” include (but aren’t limited to) drug manufacturing or delivery, gambling, prostitution activity, burglary, or intimidation. The act must be extreme or very serious. If not, the landlord must use a 30-day or a 10-day notice and not a 24-hour notice to evict a tenant.

Domestic Violence

If you are victim of domestic violence, dating violence, stalking, or sexual assault, your landlord is generally not allowed to try to evict you because you are victim of abuse in the past or the present, because of incident of abuse, or because of criminal activity or police contact related to the abuse where

you were the victim. However, your landlord is allowed to evict you due to the abuse if the landlord has given you a written warning regarding the conduct of the abuser who is not a tenant and either (1) you permit the abuser to remain on the premises, and the abuser is an actual and imminent threat to the safety of others on the premises, OR (2) you consent to the abuser living with you without the landlord's permission. ORS 90.453.

Your landlord may also terminate you if you have committed a criminal act of physical violence related to domestic violence, sexual assault or stalking against a household member who is a tenant, by giving you a 24 hour written notice specifying the criminal act and when you must move out. The landlord may give this notice to only the abuser and may not terminate the other tenants living in the unit. ORS 90.445.

Drug- and Alcohol-Free Housing

If you live in "drug and alcohol-free housing" (see definition below) and have lived there less than 2 years, your landlord may give you a 48-hour notice for consuming, possessing 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 may stay. ORS 90.398.

If you possess or use drugs or alcohol again within 6 months after receiving a 48-hour notice with a 24-hour opportunity to fix the problem, the landlord may give you a 24-hour notice to move without any chance to fix the problem. ORS 90.398.

To qualify as "drug- and alcohol-free housing" one tenant in each designated dwelling must be a recovering alcoholic or drug addict participating in an addiction recovery program, such as Alcoholics Anonymous or Narcotics Anonymous. The landlord must be a nonprofit corporation or a housing authority, must provide a drug- and alcohol-free environment, and must provide various forms of support for the tenants' recovery. There must also be a written rental agreement that states that the housing is alcohol- and drug-free, that the tenant

must participate in a program of recovery and in urinalysis testing, and that the tenant may be evicted for not following these rules. ORS 90.243.

If you live in a group recovery home (such as Oxford Houses) and have used or possessed alcohol or drugs within the past week, the home may have a police officer remove you from your housing with 24-hours' notice if there is proof of relapse. The landlord is required to give you written notice explaining the reasons for removal, 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 at the time of your admission to the group recovery home. A tenant who has been removed in this way has a right to challenge the removal. If a court finds that the group recovery home misused the removal process, the tenant is entitled to damages in the amount of 3 months' rent and the right to move back in. ORS 90.440.

The group recovery home's landlords are required to send copies of all notices of removal to the Oregon Department of Human Services in order to keep a file available to those who may wish to monitor the process. ORS 90.243.

Unlawful Occupant

If the original tenant has moved 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 may give a 24-hour notice (add 3 days if mailed and not posted). ORS 90.403.

Dwelling Posted for Code Violations

If a government inspector posts your dwelling as unsafe and unlawful to occupy, the landlord may give you a 24-hour notice unless the problems were caused by the landlord. ORS 90.380.

Employee Termination

If you live in a place because of your employment in or around the rental building (for example, a

resident manager), you can be given a written notice of at least 24 hours terminating your employment. If you have not moved out when the time in the notice has expired, your former employer can file an eviction case against you but cannot lock you out or call the police for trespass. ORS 91.120.

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

53. What notice do I get if my landlord converts my dwelling into a condo?

Before a landlord can convert your unit into a condominium, the landlord must provide you with a 120-day notice of termination. This notice must tell you about rent increase restrictions, financial assistance that may be available to you in buying the unit, the prohibition on termination without cause within the 120-day notice period, and must include an offer to sell the unit to you. During the 120-day notice period, the landlord is not allowed to evict you without cause or to enact unscheduled rent increases (over cost-of-living increases). You may recover damages of up to 6 times the monthly rent if your landlord violate these provisions. There is also limits on the rehabilitation of common areas during the 120-day period.

ORS 90.493, 100.305.

54. Can I be evicted for nonpayment if I paid part of the rent this month?

If the landlord accepts part of the rent, the landlord may not evict you during the same month for nonpayment of rent, unless you agreed to pay the balance on a certain day and then did not pay. If your landlord accepted part of the rent after serving a 72-hour or 144-hour eviction notice, it is harder for your landlord to evict you. Contact a lawyer if your landlord files for eviction. But your landlord has not “accepted” the partial rent payment if the landlord refunds the rent within 10 days of receiving it. The refund may be by personal delivery or first class mail (mailed within the 10 days). The refund may be in any form of check or money—the landlord doesn’t

have to return your check. If you are a Section 8 tenant, a landlord can accept the Section 8 rent assistance payment and still evict you if you don’t pay your portion of the rent. ORS 90.412, 90.414.

55. Can I be evicted if I have paid my rent?

Even if you paid your rent, you can be evicted for other reasons. See Question 52 for the other types of termination notices your landlord might be able to give you.

If you have been given a 30-day no-cause eviction notice and the landlord accepts a rent payment that covers more than the 30 days, you can still be evicted if the landlord returns the extra rent to you within 10 days of receiving it. (Example: The landlord gives you a 30-day notice on July 15th and accepts a full month’s rent payment from you on August 1st. On August 7th the landlord returns the rent that you paid that covers the time from August 16th to August 30th. You can be evicted after August 15th). ORS 90.412, 90.414

56. What happens if I don’t move out after getting a termination notice?

The landlord must go to court to legally force you to move. The landlord will file an eviction court case against you called an FED, forcible entry and detainer. The sheriff or someone serving the court papers (Summons and Complaint) will hand them to whoever answers the door at your home or will tape them to the door and mail a copy later. The papers will tell you when and where to appear for court for what is called First Appearance. The date will be about 7 days from the date your landlord filed the case in court in most counties. It is a good idea to get legal advice as soon as you get the papers.

57. What happens at the First Appearance in court? What happens if I don’t go?

When you go to court on the date on the Summons, this is called “First Appearance.” The process varies from county to county. In most counties in Oregon, tenants may:

- 1) Ask the judge to dismiss the case if the landlord does not show up;
- 2) Tell the judge about any agreements you made with the landlord either before court or that day in court. If you and the landlord reached an agreement before court, both you and the landlord should go to First Appearance and tell the judge the terms of the agreement;
- 3) Ask the judge for a little time to move and have a good reason; or
- 4) Ask the judge for a trial and a fee waiver or deferral if you have a defense. See Page 34 for information about defenses.

The judge may ask you to try to work the problems out with your landlord by going through a mediation, before a trial is scheduled.

If you and your landlord have reached an agreement, you will likely need to sign a “Stipulated Agreement.” “Stipulated” means that both you and the landlord agree to the terms of the paper that you sign. The Stipulated Agreement will sometimes say that you can stay in your place if you pay all of the back rent and other costs by a certain date and it can also require you to stay current on your rent for the next 3 months after you make the agreement. If you do not follow what the Stipulated Agreement says, the landlord can go back to court and get an eviction judgment against you that will require you to move out in four days. Once you are served with the eviction judgment, you have the right to ask for a hearing on whether you lived up to the agreement or not before the sheriff moves you out. You should carefully read any papers the landlord gives you before signing. ORS 105.146.

If you ask for a trial and you do not have a lawyer, you must fill out a form Answer and file it on the same day that you first go to court. Most courthouses have form Answers you can use to describe your defenses. See “How to Use a Form Answer in an Eviction” on Page 34. There will be

a filing fee to file your Answer in court. If you cannot afford the filing fee, the court will have paperwork to fill out to ask the court for a fee waiver or deferral. Get a trial date from the clerk when you file the Answer. It is a good idea to talk to a lawyer before asking for a trial, even if you are going to represent yourself.

When you go to court, you should get there on time and be neatly dressed. Look at the judge while speaking, stay calm, and be polite.

If you do not show up in court at the date and time set for First Appearance, your landlord wins automatically. The landlord will get a court order directing you to move and may have the sheriff or process server post a four-day notice. See Question 60.

58. What happens at an eviction trial?

When you file your Answer and ask for a trial, the court clerk will give you a date for your trial. Prepare for your case before you go to court. See Page 36.

At the trial you will need to prove the defenses listed in your Answer. Bring photos of the condition of your place, copies of letters from and to your landlord, and other papers (receipts, rental agreements) that prove your case. Take witnesses who will help you prove your defenses. Get to court on time and dress neatly. Stay calm and be polite to the judge and the landlord.

If you win, the judge should order the landlord to pay your court costs and, if you have a lawyer, your attorney fees. If the landlord has a lawyer and you ask for a trial and lose, the judge will order you to pay for the landlord’s attorney fees and court costs. The judge may also require the losing side to pay the winning side additional costs called a “prevailing party fee.” If you do not have much income or property, state law may protect you against this order. See Question 65.

59. Can I go to eviction court without a lawyer?

Yes, but you should try to talk to a lawyer before going to First Appearance. Many tenants and landlords go to the First Appearance without a lawyer. Most courts have form Answers that you can fill out describing your defenses. See Page 34 for information on how to use the form Answer.

It is helpful to have a lawyer if there is a trial in your case. At the trial you will need to prove the defenses that you listed in your Answer. See Question 58 for information about trials.

60. Can I be forced to leave my home if the landlord gets a court order that requires me to move?

Yes. The landlord may get a court order if: 1) you don't show up for court; 2) you enter into a Stipulated Agreement (See Question 57) and you don't live up to the Agreement; or 3) you go to trial and lose. If you lose at trial, the judge will tell order you to move out by a certain date.

If you do not move by the date listed on the court Order, the landlord can have the sheriff or process server post a 4 day notice on your door. If you don't move out by the time and date listed on the notice, the sheriff will come back and require you to leave while the landlord changes the locks. After that, you risk criminal charges if you return without permission.

61. If there is a trial in my eviction case and the landlord wins, do I have to pay back rent and legal costs?

In most cases, the landlord must sue you in a separate court case to get rent that is owed. If you ask for a trial and lose, you may be ordered to pay your landlord's attorney fees and court costs.

If you have signed a "Stipulated Agreement" and don't pay the money that you agreed to pay, the landlord will have a judgment against you for the rent if the Agreement provides for this. See Question 57 for more information about Stipulated Agreements.

Even if the landlord wins a judgment for back rent or for attorney fees and costs, your income might be exempt from certain forms of collection, and the landlord could not take it until your income increased. You should speak a lawyer about this. See Question 65.

62. What can I do if I have children and I am facing eviction?

It is illegal to discriminate against families because they have children. See Question 7. However, it is not illegal to evict a family for non-payment of rent or other legal reasons. You can call the state welfare agency, social service agencies, churches or other resources where you live to see if you can get an emergency grant to help pay your rent or for moving.

Getting Your Things Back

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.

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

Usually, your landlord stores your things in the unit or nearby in a storage area or basement. The landlord must give or mail to you a written notice of abandoned property that asks you to pick up your things. This notice must tell you if the landlord thinks that the value of the property you left is under \$500 and he or she plans to throw it away if you don't pick it up. This notice must be sent to the address where you rented from that landlord, any post office box that you have that the landlord knows about, and to your most recent forwarding address. You will have 5 days to respond to the notice if it was handed to you and 8 days to respond if the notice was mailed to you. You can respond verbally (for example, by phone) or in writing. You must contact the landlord during the 5 or 8 day period and you must pick up your things no longer than 15 days after that or your landlord will dispose of them. ORS 90.425.

Take everything with you when you leave if you can. If you cannot, at least box your things to avoid breakage and loss. Ask your landlord if you can move your boxes into the basement or other storage area to reduce the landlord's work and reduce the chance of breakage. Give the landlord a forwarding address. Tell the landlord when you will return to pick up your things.

Sometimes a landlord will pay the sheriff to have your things removed by a moving company. If this happens, you must file a Challenge to Garnishment with the court and sheriff to recover your things. (See "How to File a Challenge to Garnishment" on

Page 37.) It is unusual for the landlord to use a moving company because it is very expensive.

Special rules apply if you had to move out of a recreational vehicle, houseboat, or mobile home/manufactured home that you own or are buying and that you left where it was when you moved. Call a lawyer for more information.

64. Can my landlord hold my property and sell it for storage costs, court costs, or unpaid rent?

If you were evicted by a court order, the landlord must allow you to pick up your things as described in Question 63 without forcing you to pay any storage costs. The landlord can add the boxing and storage costs to the eviction judgment, if the landlord has a judgment, or can sue you for the costs of removal and storage. ORS 90.425. If you moved out after receiving a termination notice but before the landlord got a court order evicting you, your landlord can require you to pay for storage costs before giving you your things.

If you missed the 5 or 8 day notice deadline and the landlord gave the proper notice, then the landlord can either throw out your things if they are worth under \$500 or sell your things at a reasonable sale to pay for the notice, boxing, storage, sale and unpaid rent if they are worth over \$500. Call a lawyer if this happens to you to make certain that the notice was proper and the sale was reasonable. The landlord may throw out or otherwise get rid of property that cannot be sold for a profit. The landlord cannot keep the property for personal use.

If your landlord paid the sheriff to have your things moved by a moving company after eviction, then the sheriff will sell your things, unless you file a Challenge to Garnishment. It is very unusual for the landlord to use the sheriff to remove your things because it is expensive for the landlord. See Page 37 for information on how to file a Challenge to Garnishment.

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

If the landlord will not give back your property during the notice or extension period under the abandoned property notice, there are forms available at the courthouse that you can use to ask the court for an order requiring the landlord to return your things. In this type of case, the landlord loses the right to sue for unpaid rent and some kinds of other damages if he or she wrongfully refuses to return your property. If the landlord takes and keeps a tenant's property without taking the steps listed in Question 63, a tenant may also ask the court for twice the amount of the actual damages. See the Time Limit Warning at the beginning of this booklet section.

66. What is exempt property?

Exempt property is property (including income and bank accounts) which the law says cannot be taken from you under any circumstances. See Page 38 for a list of exempt property.

If this kind of property is taken, you must file a Challenge to Garnishment with the court and ask the court to set a hearing to get it back. See "How to File a Challenge to Garnishment" on Page 37.

You may need to use a Challenge to Garnishment if your landlord tries to garnish your bank account or wages, or asks the sheriff to take your property. This situation may come up if the landlord won in the eviction case and got a judgment for costs or attorney fees or sued you in another case for unpaid rent or damage and won.

Sample Letters and Forms

There may come a time when you need to talk to your landlord about problems you are having with your rental unit. When you do this, try to state your problems clearly and calmly. Communicate in writing and keep notes of phone calls. Often it is a good idea to send a letter after a phone call stating what was discussed on the phone. You can write or type your own letter using the wording in these sample letters as a guide. Change the wording to fit your situation. Keep copies of all letters you send to your landlord. Written notice is often required for taking legal action and is a good idea in all cases. You should get all promises and agreements in writing.

SAMPLE LETTER 1 – Request for Repairs

This is a sample letter for asking your landlord to make repairs to meet the requirements of the Landlord and Tenant Act. You should use this letter after you have contacted the landlord several times requesting that repairs be done. See Questions 32 and 33. You should also look at Question 30 about access. The law allows a landlord to enter a rental unit without notice, if making repairs that were initiated within seven days after a tenant's written request for repairs. If you wish to restrict that access to certain reasonable days and times, that must be clear in your written request for repairs.

[date]

Dear [landlord's name]:

Since I moved in on [date] we have discussed needed repairs on many occasions [add dates if known]. As I am sure you are aware, Oregon Law requires landlords to keep rentals in livable condition (ORS 90.320). These requirements are quite specific. The specific repairs needed in my unit to satisfy the law are as follows: [list needed repairs].

You have not made any attempts to complete these repairs. Please respond to this request for repairs in writing by [date] outlining your intentions to complete repairs. If no response is received by [date], I will pursue tenant remedies stated in the Landlord/Tenant Act by [add if appropriate] [contacting a building inspection program] [contacting an attorney] or [starting a small claims court action].

[Include language here if you need to restrict landlord access.]

I was told that it is unlawful for a landlord to respond to this letter by sending a termination notice, increasing rent, or otherwise retaliating (ORS 90.385).

Sincerely,
[your name and address]

SAMPLE LETTER 2 – Notice of Repair and Deduct for Minor Habitability Defects (Non-Emergencies)

This is a sample letter to send to your landlord if s/he fails to repair minor habitability defects like leaky plumbing, stopped up toilets, or faulty light switches and you wish to pay for the repairs and deduct the cost form your rent. See Questions 37. You may deduct up to \$300 for these problems.

[date]

Dear [landlord’s name]:

I tried to contact you today about [explain the minor habitability defect].

The law says that if you do not make this repair, I can have the repairs made myself and deduct up to [\$300] from my rent (ORS 90.368).

If you have not taken steps to [fill in the action that is needed by at least 7 days—see Question 37], I will get the work done by a professional and make the proper deduction from my rent.

Sincerely,
[your name and address]

SAMPLE LETTER 3 – Lack of Essential Service—Basic Notice to Landlord

This is a sample letter to tell your landlord that your place does not have one or more specific “essential services” and that you have a legal right to seek substitute services, a reduction in rent, compensation for damages, or substitute housing. It also gives the landlord a reasonable amount of time to restore the essential services. See Question 34 for more information.

[date]

Dear [landlord’s name]:

My rental unit is lacking one or more essential services. [Describe the lack of the essential service.]

You have failed to provide these essential service(s) and I have a right to seek substitute services, a lessening of rent, compensation for damages, or substitute housing.

I am giving you a reasonable amount of time and reasonable access to my rental unit in order to restore the essential service(s). Please limit entrance to these days and times: [specify allowable days and times; make it reasonable]. Please restore the essential service by this time: [specify date and/or time, perhaps 48 hours after the letter is posted at the place where the landlord accepts notices or some other reasonable amount of time].

Sincerely,
[your name and address]

SAMPLE LETTER 4 – Notice of Rent Withholding

This is a sample letter to send to your landlord when you feel you have tried all avenues to get your landlord to make repairs. See Questions 32, 33 and 36. You can also go to court and get an order requiring the landlord to make repairs without waiting for the landlord to evict you. You will probably need a lawyer to do this.

WARNING: You should withhold rent only if you are willing to fight an eviction for non-payment of rent. You may want to withhold only part of the rent instead of all of it. Talk to a lawyer before withholding rent. Open a bank account and save all of the withheld rent. That way the withheld rent will be available in case the judge orders you to pay all the rent into court before you can fight the eviction. It will also give you something to negotiate with the landlord. Evictions that go through court may appear on your credit record and may make it difficult for you to rent in the future. (You have the right to dispute the accuracy of your credit record.)

[date]

Dear [landlord's name]:

Since moving in on [date], we have discussed needed repairs on many occasions [add sequence of events and dates]. As I am sure you are aware, Oregon law requires landlords to maintain 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].

This letter constitutes notice that I will not be paying \$ [amount] of my rent until you make reasonable attempts to complete the above listed repairs. Please respond in writing by [date] indicating when these repairs will be started and completed.

Sincerely,
[your name and address]

SAMPLE LETTER 5 – Tenant 30-day Notice of Intent to Vacate

This is a sample letter to send your landlord when you want to end a month-to-month rental agreement. See Questions 42, and 43.

[date]

Dear [landlord's name]:

I am a tenant at [your address]. This is my 30-day notice [33-day notice if 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]

SAMPLE LETTER 6 – Lack of Essential Service — 48-hour Notice of Intent to Terminate

This is a sample letter to tell your landlord that your place does not have an “essential service” and that, because of this, there is an immediate and serious threat to your health or safety (or the health and safety of others in the rental unit). In this letter you are telling the landlord that you will move out if the problem is not fixed in 48 hours. See Question 34 for more information.

<p>[date]</p>
<p>Dear [landlord’s name]:</p>
<p>As I have told you, there is a serious problem with my rental unit. [Describe the lack of the essential service.]</p>
<p>Because of this problem, there is a serious and immediate threat to my health, safety, and/or property.</p>
<p>The law says that if you do not provide me with an essential service like [fill in the service that is lacking] and if this presents an “imminent and serious threat to the health or safety of the tenant or the tenant’s property” that I can move out if the problem is not fixed within 48 hours.</p>
<p>This letter is notice that I will move out and terminate the rental agreement if the problem described above is not fixed by [date and time—48 hours from the time you deliver the letter].</p>
<p>Sincerely, [your name and address]</p>

SAMPLE LETTER 7 – Request for Return of Deposit After 31 Days

This is a sample letter to send to your landlord if you moved out more than 31 days ago and haven’t received either your deposit or a written accounting of how the landlord used the money. The law requires that the landlord give you such a statement. See Question 24.

<p>[date]</p>
<p>Dear [landlord’s name]:</p>
<p>By law I am entitled to receive either a full refund of my security deposit or an accounting of what the deposit was used for within 31 days from when I moved out. I moved out on [date]. I have not received the deposit or the accounting.</p>
<p>Please let me know what you intend to do about the deposit within 10 days from the date of this letter. If I do not hear from you by [10 days from date of letter], I will file a claim in Small Claims Court. The law (ORS 90.300) says that I am entitled to twice the amount wrongfully withheld.</p>
<p>Sincerely, [your name and address]</p>

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF (YOUR COUNTY)

(Landlord's Name)

)

Plaintiff(s),

)

) ANSWER

)

v.

) Case No.

) (The number listed on the complaint)

(Your Name)

)

)

Defendant(s).

)

SAMPLE

I (We) deny that the plaintiff(s) is (are) entitled to possession because:

___ The landlord did not make repairs. (See Questions 32, 34, 36, 37 and "How to Use a Form Answer in an Eviction.")

List any repair problems: _____

___ The landlord is attempting to evict me (us) because of my (our) complaints (or the eviction is otherwise retaliatory). (See Question 31 and "How to Use a Form Answer in an Eviction.")

___ The landlord is attempting to evict me because of my status as a victim of domestic violence, sexual assault, or stalking. (See Question 8 and "How to Use a Form Answer in an Eviction.")

___ The eviction notice is wrong. (See "How to Use a Form Answer in an Eviction.")

List any other defenses: _____

I (we) may be entitled as the prevailing party to recover attorney fees from plaintiff(s) if I (we) obtain legal services to defend this action pursuant to ORS 90.255.

I (we) ask that the plaintiff(s) not be awarded possession of the premises and that I (we) be awarded my (our) costs and disbursements and attorney fees, if applicable, or a prevailing party fee.

Dated this ___ day of _____, 20 ____.

Signature of Defendant(s)
(Your signature)

Inventory and Condition Report

Use this report to record the contents and condition of your place when you move in and before moving out. If you mark anything as being dirty or damaged, describe it fully on an additional sheet. Use the blank before each item to indicate how many there are. Ask the landlord to sign your copy.

LIVING ROOM	Dirty		Damaged	
	Yes	No	Yes	No
Couch				
Chair				
Table				
Lamp				
Light fixture				
Window treatment				
Carpet or Rug				
Floor				
Ceiling				
Walls				

BEDROOM	Dirty		Damaged	
	Yes	No	Yes	No
Bed				
Dresser				
Night Stand				
Light fixture				
Window treatment				
Carpet or Rug				
Floor				
Ceiling				
Walls				

KITCHEN	Dirty		Damaged	
	Yes	No	Yes	No
Stove				
Oven				
Refrigerator				
Sink (Hot & cold water)				
Dishwasher				
Cabinets & drawers				
Counter tops				
Light Fixture				
Window treatment				
Carpet or Rug				
Floor				
Ceiling				
Walls				

BATHROOM	Dirty		Damaged	
	Yes	No	Yes	No
Towel rack				
Tissue holder				
Cabinets				
Mirror				
Counter top				
Sink (Hot & cold water)				
Shower				
Tub				
Toilet				
Light fixture				
Window treatment				
Carpet or Rug				
Floor				
Ceiling				
Walls				

MISCELLANEOUS	Dirty		Damaged	
	Yes	No	Yes	No
Door key				
Windows				
Window screens				
Mailbox				
Thermostat				
Other				
Other				
Other				

Do all the windows work? _____

Does the heat work properly? _____

Tenant

Witness

Date

Landlord

Date

How to Use a Form Answer in an Eviction

When should I use the form Answer?

If you have decided to ask for a trial on your eviction and want to represent yourself, you can use a form answer that you can get at the courthouse. An “answer” is a legal paper that gives your defenses to the “complaint” filed by your landlord. You should only ask for a trial and use the answer form if you really want to stay in the rental unit and believe you have defenses to the eviction. If you lose, a judgment for your landlord’s court costs and attorneys’ fees will be entered against you. If you want to request money owed to you by your landlord, file in Small Claims Court or see an attorney.

How should I decide what defenses to claim?

A defense to an eviction is a legal reason why your landlord should not be able to evict you. The

kind of defense you claim depends on the type of notice the eviction is based on. Before you fill out the form Answer, look at the Complaint attached to your Summons to see which reason the landlord checked for the eviction. Also, look at the termination notice you received from the landlord to see if it matches the reason the landlord checked and if a copy of this notice has been attached to the Summons. (If these things are not right you may have a “bad notice” defense, see below.)

Not all defenses can be used in all evictions. For example, lack of repairs can be a defense to an eviction based on a 72-hour or 144-hour notice for nonpayment of rent, but it is not a defense to an eviction based on a 30-day notice. The chart below shows the most common types of notices and the defenses that can be used.

TYPE OF NOTICE	POSSIBLE DEFENSES
<input type="checkbox"/> 72-hour or 144-hour nonpayment of rent	Repairs needed (See Questions 32, 33) Bad notice (See Questions 51 and 52) Other landlord violations: lockout (See Questions 49), illegal entry (30), waiver (54 and 55), etc.
<input type="checkbox"/> 10-day notice/no cause (week-to-week) <input type="checkbox"/> 30-day notice/no cause (month-to-month)	Retaliation (See Question 31) Bad notice (See Questions 51 and 52) Discrimination (See Questions 5-10)
<input type="checkbox"/> 30-day notice/for cause with right to cure <input type="checkbox"/> 10-day (pet violation) <input type="checkbox"/> 24-hour (outrageous conduct, personal injury, substantial damage)	Bad notice (See Question 51 and 52), Remedy Landlord’s complaints untrue

How do I fill out the form Answer?

There is a sample of the form Answer in this booklet (See page 32). Fill in the appropriate court and county at the top of the page. (These will be the same as the ones on the eviction papers that you received.) Put your landlord's name in as Plaintiff and yours as Defendant. Use the number from your eviction papers to fill in the blank after "case no." Fill in the appropriate defenses (see below) and sign and date the form. Make three copies, one for the court clerk, one for the landlord, and one for yourself. Ask the court clerk when your trial will be held.

What are some possible defenses in the form Answer?

Call a lawyer for advice on how to fill out the form Answer. Even if a lawyer cannot represent you in court, s/he may be able to help you fill out the form Answer. A sample of the form Answer is in this booklet.

Repair Problems – Under Question 32 you will find a list of repairs that a landlord should make. If your landlord did not make repairs, you should check the first blank on the form Answer and describe the needs for repair. Also, indicate how and when you told the landlord about the needs for repair.

You should be prepared to prove damages that equal or are larger than the rent that you owe. You must testify about how much less your place was worth each month because your landlord refused to make repairs. For example, if you rented a four room apartment for \$400 per month but a leak in the roof prevented your use of one room for 3 months, you might testify that the apartment was worth 25% less or \$100 less per month because you could not use 1 of 4 rooms. In addition, you should describe any damages caused to furniture or clothing and the costs for repairing or replacing the property. Remember the one-year limitation to file this kind of case.

Retaliation Defense – If your landlord retaliated by serving a 30-day or 10-day no-cause termination notice after you complained about the need for repair, testified against the landlord, joined a tenants union or engaged in other protected activity, you may check the second blank on the form Answer to allege retaliation. See Question 31 in this booklet for more information.

Domestic Violence, Dating Violence, Stalking, or Sexual Defense Notice – If your landlord gave you a for-cause termination notice for a violation of the rental agreement that was caused by an incident of domestic violence, dating violence, stalking, or sexual assault where you or another member of your household was the victim, you may use this defense. You may also use this defense to a no-cause termination notice if you believe that your landlord gave you this notice because you or a household member is a victim of domestic violence, dating violence, stalking, or sexual assault or because of an incident of domestic violence, dating violence, stalking, or sexual assault. If your landlord can convince the judge that s/he had a lawful non-discriminatory reason for giving you a no-cause notice, you may not be able to win. See Question 8.

Notice Defense – If your landlord did not use the right type of notice, did not give it to you the right way, or did not give it at the right time (including 3 extra days for mailing), you should check the third blank on the form Answer indicating that the notice is wrong. See Questions 50 and 51 for more information on notices.

Other Defenses – There is also a fourth line listed on the form answer called "Other Defenses." This is the line to check and the space to fill in when the landlord's complaint is not true.

For example, you might write the following: "I paid my June rent in full on June 1, and I have a receipt," "I offered to pay June rent on June 9, during the 72-hour eviction notice period and the landlord refused to accept it," or "The dog in question was moved out during the 10-day eviction notice period and has not returned."

Other types of “Other Defenses” are:

Remedy/Cure - If your landlord gave you a for-cause notice and you fixed the problem within the time allowed in the notice, you should write in the word “Remedy” or “Cure” under “Other Defenses.” See Question 52, For-Cause Notices.

Waiver – If your landlord accepted part of the rent after rent was past due, you should write in the word “waiver” under “Other Defenses” and describe the date and amount paid. For example, you could write, “Waiver—I paid \$50 to the landlord for rent on June 2.” See Questions 54 and 55 for more information on waivers.

Discrimination – If the notice or eviction is discriminatory, you should write the word “discrimination” under “Other Defenses” and describe what happened. See Questions 5 – 10 for more information on discrimination.

Utility shut off or lock out – If the landlord changed the locks, removed your things, shut off the water, heat, or electricity or took other out of court action to force you to move, describe the action under “Other Defenses” and ask for twice the actual damages or two months’ rent, whichever is more. Talk to a lawyer. See Question 49.

Unlawful entry – If the landlord or someone working for the landlord came into your home without your permission or without a 24-hour notice in advance (except for an emergency or to complete repairs initiated within seven days after you asked for repairs in writing) you may claim at least one month’s rent as a penalty for each unlawful entry. Write down the date and name of the person who entered under “Other Defenses.” For example, you may write “Unlawful entry by the resident manager, John Doe, on May 14.” See Question 30.

How should I prepare for my case in court?

You should be prepared to back up every statement that you have made in the Answer with

as much proof as possible. If you are going to depend on other people to be witnesses for you, you should get in touch with them immediately. Witnesses must come to court. The judge will not accept letters or affidavits from witnesses. Go over the case with your witnesses carefully. Make sure your witnesses understand what you are going to ask of them and that they are prepared to clearly and honestly state the facts about what you want to prove at the trial.

Make sure you have all relevant evidence like canceled checks, copies of letters, building inspector’s reports, and pictures of your place, if repairs are an issue.

How to Use a Challenge to Garnishment

The law says that some property, wages, and money are exempt from collection — which means they cannot be taken from you to pay unpaid rent or other money you owe a landlord. (See Page 38 for a list of exempt wages, money, and property.) If you believe that the landlord is garnishing exempt wages or money or is taking exempt property, you may file a Challenge to Garnishment so you can keep the money or property. You should only file a Challenge to Garnishment if you have good reason to believe that one of the exemptions listed on Page 38 applies to your wages, money, or property. But, when a landlord uses the sheriff to take your property or mobile home, you may not be permitted to use a Challenge to Garnishment to get the property back. Contact a lawyer for more information.

After you file a Challenge to Garnishment, there will be a hearing in court and a judge will decide if you will be able to keep the money or property.

Where Do I Get a Challenge to Garnishment Form?

You will receive the Challenge to Garnishment papers when your wages or bank account are garnished or when the sheriff takes your property.

When Should I File a Challenge to Garnishment?

You must file the Challenge to Garnishment form within 120 days of receiving the garnishment papers if you are claiming an exemption for wages or salary that the landlord is trying to garnish. But if you are trying to claim that any other money or property is exempt from garnishment, you have only 30 days from the date you received the papers to file your Challenge to Garnishment. Generally, you should try to file the Challenge to Garnishment as soon as you can.

How Do I File a Challenge to Garnishment?

- 1) Fill out the Challenge to Garnishment form. The landlord's name should be written on the line for the "plaintiff." Write your name on the "defendant" line. List the property or money that you believe is exempt and should not be taken. To explain why the property is exempt, look at the list on Page 38 of this booklet and copy from the list the exemption that applies.
- 2) Make a copy of the completed form for you to keep. Take the original to the court clerk at the courthouse or mail the Challenge to Garnishment to the clerk at the address listed on the garnishment papers.
- 3) Ask the court clerk when your court hearing will be held.
- 4) Get ready for the hearing by making sure you can give evidence about the value of the things you are claiming and which exemptions they fall under. It is a good idea to write some notes to use at the hearing.
- 5) Go to the hearing on time. If you can, bring someone with you for personal support.
- 6) Present your information to the judge clearly and briefly. Respond to questions politely. Keep calm.
- 7) Give the order signed by the judge to the sheriff or person holding your things and claim them. You should argue that you do not owe storage costs because that would defeat the purpose of the exemptions, which is to make sure that you can keep your basic necessities of life.

Exempt Wages, Money, Property

- 1) Exempt wages: If you are paid weekly, \$218 per week of your disposable income, or 75% of disposable wages, whichever is more. Wages paid every two weeks - \$435; Wages paid twice each month - \$467; Wages paid once a month - \$934.
 - 2) Social security (including SSI).
 - 3) Public assistance (welfare).
 - 4) Unemployment benefits.
 - 5) Disability benefits.
 - 6) Workers' compensation benefits.
 - 7) All Social Security and Supplemental Security Income (SSI) benefits and up to \$7,500 in exempt wages, retirement benefits, welfare, unemployment benefits and disability benefits that are held in a bank account.
 - 8) Spousal support, child support, or other support if necessary to support you or your dependents.
 - 9) A house, mobile home or floating home (houseboat) that you or certain family members live in up to *\$40,000 (*\$50,000 if more than one owner owes the debt). Includes proceeds from sale for (1) year (if you intend to use funds to buy another home).
 - 10) Household goods, furniture, radios, 1 television set, and utensils to \$3,000.
 - 11) *Automobile, truck, trailer, or other vehicle to *\$3,000
 - 12) *Tools, implements, apparatus, team, harness, or library necessary to carry on your occupation to \$5,000.
 - 13) *Books, pictures, and musical instruments to \$600.
 - 14) *Clothing, jewelry, and other personal items to \$1,800.
 - 15) Domestic animals and poultry for family use to \$1,000 and their food for 60 days.
 - 16) Provisions (food) and fuel for your family for 60 days.
 - 17) One rifle or shotgun and one pistol to \$1,000.
 - 18) Public or private pensions.
 - 19) Veterans benefits and loans.
 - 20) Medical assistance benefits.
 - 21) Health insurance proceeds and disability proceeds of life insurance policies.
 - 22) Cash surrender value of life insurance policies not payable to your estate.
 - 23) Federal annuities.
 - 24) Other annuities to \$250 per month, excess over \$250 per month subject to same exemption as wage.
 - 25) Professionally prescribed health aids for you or your dependents.
 - 26) *Your right to receive, or property traceable to:
 - a. An award under any crime victim reparation law.
 - b. Payment, not exceeding \$10,000, on account of personal bodily injury, (not including emotional pain & suffering or compensation for actual monetary loss) of you or an individual of whom you are a dependent.
 - c. A payment in compensation of loss of future earnings of you or an individual of whom you are or were a dependent, to the extent reasonably necessary for your support and the support of any of your dependents.
 - 27) *Interest in personal property to the value of \$400, but this cannot be used to increase the amount of any other exemption.
 - 28) The difference between what you actually owe the creditor and the total amount due listed in the Debt Calculation Form**, if the amount listed in the writ is larger.
 - 29) Your right to receive the federal earned income credit.
 - 30) *Elderly rental assistance payments received from the Oregon Department of Revenue.
 - 31) Equitable interests in property.
 - 32) Security deposits or prepaid (last month's) rent payments held by your landlord.
-
- * If two or more people in your household owe the judgment, each may claim the exemptions marked by *. Note: The values listed represent your equity in the property.
- ** ORS 18.658 states that a Debt Calculation Form (available in ORS 18.832) must be served on the debtor, along with a copy of the writ of garnishment, a notice of exempt property and a challenge to garnishment form.

Resource Section

Legal Services Offices and Volunteer Lawyer Programs

These offices provide legal assistance to low-income persons who live in the counties that are listed. Information is also available online at the statewide legal aid website: www.oregonlawhelp.org

These addresses and phone numbers are subject to change. Please check the Oregon Law Help directory of legal aid programs to verify a listing: <http://oregonlawhelp.org/find-legal-help/directory>

Albany Regional Office

Legal Aid Services of Oregon
(Serving Linn and Benton counties)
433 Fourth Avenue SW
Albany, OR 97321
(541) 926-8678 or 1 (800) 817-4605 (Toll-free)

Center for Non-Profit Legal Services

(Serving Jackson County)
225 W. Main Street (P.O. Box 1586)
Medford, OR 97501
(541) 779-7291

Central Oregon Regional Office (Bend)

Legal Aid Services of Oregon
(Serving Crook, Deschutes, and Jefferson counties)
20360 Empire Avenue, Suite B3
Bend, OR 97703
(541) 385-6944, or 1 (800) 678-6944 (Toll-free)

Columbia County Office

A satellite office of Oregon Law Center Hillsboro
(Serving Columbia County)
270 South 1st Street (PO Box 1090)
St. Helens, OR 97051
(503) 397-1628

Coos Bay Office

Oregon Law Center
(Serving Coos, Curry, and Western Douglas counties)
Compass Building
455 S. 4th Street, Suite 5 (PO Box 1098)
Coos Bay, OR 97420
(541) 269-1226, or 1 (800) 303-3638 (Toll-free)

Farmworker Program

Legal Aid Services of Oregon
(Serving all counties in the state)
Woodburn Farmworker Office
397 N. 1st Street
Woodburn, OR 97071
(503) 981-5291, 1 (800) 662-6096

Grants Pass Office

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

Hillsboro Regional Office

Oregon Law Center
(Serving Clatsop, Columbia, Tillamook, Washington, and Yamhill counties)
230 NE Second Ave., Suite F
Hillsboro, OR 97124
(503) 640-4115, or 1 (877) 296-4076 (Toll-free)

Klamath Falls Regional Office

Legal Aid Services of Oregon
(Serving Klamath and Lake counties)
832 Klamath Avenue
Klamath Falls, OR 97601
(541) 273-0533, or 1(800) 480-9160 (Toll-free)

Lane County Legal Aid & Advocacy Center

(Serving Lane County)
376 East 11th Avenue
Eugene, OR 97401
(541) 485-1017, or 1 (800) 422-5247 (Toll-free)

Lincoln County Office

Legal Aid Services of Oregon
(Serving Lincoln County)
304 SW Coast Highway (P.O. Box 1970)
Newport, OR 97365
(541) 265-5305, or 1(800) 222-3884 (Toll-free)

Marion-Polk Legal Aid Services

Legal Aid Services of Oregon
(Serving Marion and Polk counties)
1655 State Street
Salem, OR 97301
(503) 581-5265, or 1 (800) 359-1845 (Toll-free)

McMinnville Office

A satellite office of Oregon Law Center Hillsboro
(Serving Yamhill County)
The Eagle Building
117 NE 5th Street, Suite B
McMinnville, OR 97128-0141
(503) 472-9561

The Native American Program, Legal Aid Services of Oregon (NAPOLS)

(Cases impacted by tribal status only — for general housing issues, please contact your local Legal Aid Services of Oregon or Oregon Law Center office)
4531 SE Belmont Street, Suite 201
Portland, OR 97215
(503) 223-9483, or 1 (800) 546-0534 (Toll-free)

Ontario Regional Office

Oregon Law Center
(Serving Baker, Grant, Harney and Malheur counties)
35 SE 5th Avenue, Unit #1
Ontario, OR 97914-1727
(541) 889-31211, or (888) 250-9877 (Toll-free)

Pendleton Regional Office

Legal Aid Services of Oregon
(Serving Gilliam, Morrow, Umatilla, Union, Wallowa, and Wheeler counties)
365 SE 3rd Street (P.O. Box 1327)
Pendleton, OR 97801
(541) 276-6685, or 1 (800) 843-1115 (Toll free)

Portland Regional Office

Legal Aid Services of Oregon
(Serving Clackamas, Hood River, Multnomah, Sherman, and Wasco counties)
520 SW Sixth Avenue, Suite 700
Portland, OR 97204
(503) 224-4086, or 1 (888) 610-8764 (Toll-free)

Roseburg Regional Office

Legal Aid Services of Oregon
(Serving Douglas County)
700 SE Kane Street (P.O. Box 219)
Roseburg, OR 97470
(541) 673-1181, or 1 (888) 668-9406 (Toll-free)

Oregon State Bar

Lawyer Referral Service

Oregon State Bar
(503) 684-3763 in Portland, or
1-800-452-7636 toll free in Oregon

This service gives you the name of an attorney in your community. There is a fee of \$35 or less for the first meeting with the lawyer. LRS also operates the Modest Means Program, which makes referrals to lawyers who provide reduced-fee legal services on some cases to clients that meet eligibility guidelines. Call for information.

Monday – Friday, 9 a.m. to 5 p.m.

Tel-Law Tape Library

(503) 620-3000 in Portland, or
1-800-452-4776 toll free in Oregon
www.osbar.org/public/legalinfo/tenant.html

The information below is from the Oregon State Bar's Tel-Law service, a collection of recorded legal information messages prepared by the lawyers of Oregon. A touch tone phone allows direct access 24 hours a day, 7 days a week. To receive a free Tel-Law brochure listing the subjects available call 503-620-0222, ext. 0.

The landlord/tenant tapes are coded as:

- 1246 Rights and Duties of Tenants
- 1247 Rights and Duties of Landlords
- 1248 Illegal Housing Discrimination
- 1249 Rights of a Mobile Home Owner Threatened with Eviction from a Mobile Home Park
- 1250 Rent Increases
- 1251 Reasonable Rules in Mobile Home Parks and Floating Home Facilities
- 1252 Landlord Rules in Conventional Rental Housing
- 1253 Eviction Notices
- 1254 Evictions
- 1255 Eviction Defenses
- 1256 Getting Repairs Made
- 1257 When Tenants Leave Belongings Behind
- 1258 Tenant Privacy and Landlord Access
- 1259 Habitability
- 1260 Fees and Deposits

Other Organizations

211 Info

www.211info.org

A referral and information hotline for a wide range of social service needs, including rental and housing assistance. Dial 2-1-1. This line is for callers in Multnomah, Washington, Clackamas, and Clark counties. Cell phone users must use one of the alternate numbers:

Multnomah and Washington County:

(503) 222-5555

Clark County: (360) 694-8899

Clackamas County: (503) 655-8861

Community Alliance of Tenants (CAT)

(503) 288-0130: Renters' Rights Hotline

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. Workshops and advocacy activities are available in the Portland area.

Fair Housing Council of Oregon

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

www.fhco.org

This statewide organization enforces fair housing laws.

Housing and Urban Development (HUD) – Office of Fair Housing and Equal Opportunity

1-800-877-0246

This federal agency enforces fair housing laws.

Oregon Bureau of Labor, Civil Rights Division

(971) 673-0764

This state agency enforces laws that prohibit discrimination in housing and public accommodations.