

# When the Tenant Moves Out

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

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

## Do I have to give notice to my landlord before I move?

**Yes. You may serve the notice in one of three ways:**

- 1) in person;
- 2) mail the notice by first class mail;
- 3) 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 in the resource ‘*Sample Letters to the Landlord*’ on the OregonLawHelp.org website. **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 the resource ‘*Getting the Landlord to Make Repairs*’ and the question ‘*If I am a victim of domestic violence, dating violence, stalking, or sexual assault, can I terminate my rental agreement more quickly?*’ below for more information.

## 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.**

## **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 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 90.453.**

### **\* 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. In this case, your request for early lease termination as a victim of abuse is within the 90-day time limit.)

## **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).**

## 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 above.

## 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 the question 'What if my landlord does not return my security deposit?' in the resource '[Application Fees and Deposits](#)' for information on refunds of deposits.