

Residential Landlord and Tenant Act

IMPORTANT: This is an excerpt from the 2016 *Landlord-Tenant Law in Oregon* booklet, available on the OregonLawHelp.org website at <http://oregonlawhelp.org/resource/landlord-tenant-law-in-oregon>? 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 in this booklet 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.

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.

Please see the booklet: *Landlord-Tenant Law in Oregon* under 'Legal Education Booklets' on the Oregonlawhelp.org website. The rules listed here 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.**

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.

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. **Your rental agreement does not have to be in writing. 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.**

Do 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).**

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.**

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