

## The Landlord Wants You to Leave: Eviction

**IMPORTANT:** This is an excerpt from the 2016 *Landlord-Tenant Law in Oregon* booklet available on the Oregon Law Help website at <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.**

### 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.

### 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 section.

See the resource '*Utility Fees*' on the Oregon Law Help website for information about additional rights that you have if the landlord doesn't pay utility bills that the landlord is supposed to pay.

## 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 the resource '[Eviction – Going to Court](#)' on the Oregon Law Help website for information on what happens in court.

## How does a landlord give a termination notice?

There are 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.**

## 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 the resource '[Federally-Subsidized Housing](#)' on the Oregon Law Help website.

### ***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 the resources '[Discrimination Against Tenants](#)' and '[Retaliation by a Landlord](#)' on the Oregon Law Help website. 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 are 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.**

## **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 violates these provisions. There is also limits on the rehabilitation of common areas during the 120-day period. **ORS 90.493, 100.305.**

## **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.**

## **Can I be evicted if I have paid my rent?**

Even if you paid your rent, you can be evicted for other reasons. See the question 'What kinds of termination notices can a landlord give?' above 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.**

### **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. See the resource '*Eviction – Going to Court*' on the Oregon Law Help website for more information.

### **What can I do if I have children and I am facing eviction?**

It is illegal to discriminate against families because they have children. However, it is not illegal to evict a family for nonpayment 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. See the resource '*Discrimination Against Tenants*' on the Oregon Law Help website for more information.

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