

Are you eligible for RELOCATION ASSISTANCE?

To be eligible for relocation assistance you must answer **NO** to all of the following questions:

- Do you live outside Portland city limits?
- Does your landlord own only one rental unit (including rental units owned under different names, including corporations or companies)? *
** You can call the Tax Assessors Office at (503) 988-3326 to ask if your landlord owns any other properties in the City of Portland.*
- Do you live with your landlord?
- Is your tenancy week-to-week?
- Is your rental your landlord's principal residence, which your landlord plans to return to in 3 years or less?

You must answer **NO** to all of the above to be eligible for relocation assistance. If you answered **YES** to any of the above questions, stop here. You are not eligible for relocation assistance.

Did you receive a 90-day no cause eviction notice?

NO

YES

Go to page 2

Did your landlord refuse to renew or replace your lease?

Go to page 2

YES

NO

Did you receive a 90-day notice of rent increase?

No relocation assistance

NO

YES

Go to page 3

NO-CAUSE TERMINATION NOTICE

Did you receive a No-Cause Termination Notice?

If you received a For Cause Termination Notice, you are not entitled to relocation assistance.

NO

YES

YOU HAVE THE RIGHT TO RELOCATION ASSISTANCE.

Turn to page 4 to see the amount of assistance you are entitled to.

FAILURE TO RENEW LEASE

Do you have a lease agreement that does not automatically roll over into a month to month?

YES

NO

If your lease automatically rolls over to a month to month at expiration then you are not entitled to relocation assistance unless your landlord gives you a Notice of Rent Increase or No Cause Notice.

Is your landlord refusing to renew your lease?

Entitled to relocation assistance. Go to page 4.

YES

NO

Is your landlord offering you a new lease with different terms (such as rent, rules or fees)?

YES

NO

No relocation assistance

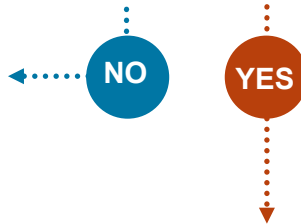
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RENT INCREASES

Did you receive the notice within the last 45 days?

You are only entitled to relocation assistance if you notified your landlord in *writing** within 45 days of receiving the notice that you intend to terminate your rental agreement.



What was your rent one year prior to the date the notice was issued?

(This is your “old rent” amount in the equation below. Your monthly rent after the rent increase goes into effect is “new rent” in the equation below.)



Step 1: New rent - Old rent = Difference

Step 2: (Difference ÷ Old rent) x 100 = percent increase



Is the rent increase 10% or greater?

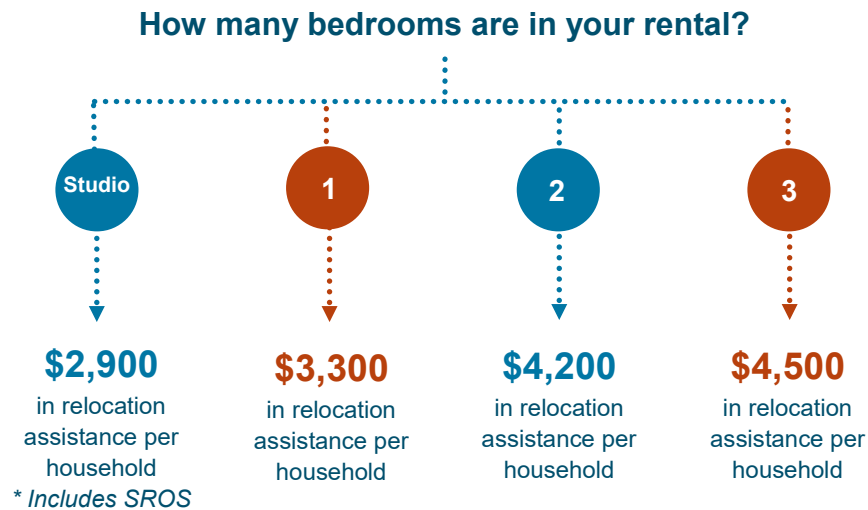


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*In writing means a letter that is either given to the landlord in person or sent by first class mail (not an email, text, or certified or registered mail). See Sample Letter A).

Amount of RELOCATION ASSISTANCE



To request rental assistance from your landlord if you received a Notice of Rent Increase ...

You must notify your landlord in writing within 45 days of receiving the rent increase notice that you intend to terminate your rental agreement. This is not the same as a Notice to Vacate and you do not need to include a date that you are moving out. (SEE SAMPLE LETTER A).

Your landlord has 31 days from your notice of intent to terminate to pay you relocation assistance.

You must also give at least 30 days' Notice to Vacate, but you can give more notice if you want to stay until the rent increase goes into effect. (SEE SAMPLE LETTER B).

If you do not give your landlord a Notice to Vacate within 6 months of the rent increase notice going into effect, you are required to pay back the relocation assistance to your landlord. Your landlord can evict you for failing to repay the relocation assistance.

What if your landlord refuses to pay relocation assistance or doesn't pay it in time?

If you received a 90-day no cause termination notice, your landlord must pay the relocation assistance to you at least 45 days prior to the date of the termination.

If your landlord does not pay you relocation assistance, you may be entitled to damages including the relocation assistance, three

months' rent, court costs, and attorney fees. You can send your landlord a letter asking them to pay you. (SEE SAMPLE LETTER C). If you do not get a response consult with an attorney and/or file in small claims court.

SAMPLE LETTERS

The following letters must be either mailed via first class mail, personally delivered, or posted and mailed (if allowed for in your written rental agreement). If you mail your letter via first class mail, it is a good idea to get proof of mailing from the post office. It is not necessary to mail your letter via certified mail. If you have already moved out, make sure your landlord has your forwarding address.

Sample Letter A - Notice of Intent to Terminate Rental Agreement After Receiving a Notice of Rent Increase

Dear [landlord's name]:

I am a tenant at [your address]. I received your recent Notice of Rent Increase on [date notice received]. The rent increase in this Notice will result in a rent increase of 10 percent or more within the last twelve months. This is my notice that I intend to terminate my rental agreement as a result of your Notice of Rent Increase. Therefore, please pay me the appropriate relocation assistance under Portland Ordinance 30.01.085(C) within 31 days.

Sincerely,

[your name and address]

Sample Letter B - Tenant's Notice to Vacate

Dear [landlord's name]:

I am a tenant at [your address]. This is my notice that I will end my rental agreement on [date-no sooner than 30 days or 33 days if mailed]. My new address is [your new address]. Please mail my deposit [and relocation assistance under Portland Ordinance 30.01.085] to that address.

Sincerely,

[your name and address]

Sample Letter C- Request for Payment of Relocation Assistance

Dear [landlord's name]:

I am/was a tenant at [your address]. On [date] you served me with [pick one]

() a No Cause Termination Notice.

() a Notice of Rent Increase. I gave you written notice of my intent to terminate the rental agreement within 14 days of receiving the Notice of Rent Increase.

Under Portland Ordinance 30.01.085 you were required to pay me relocation assistance in the amount of [how much assistance you are entitled to]. Your failure to pay me relocation assistance when it was due entitles me to the amount of the relocation assistance plus three times my monthly rent. I demand that you pay me [relocation assistance plus three times your rent] within ten days of today's date. Please mail payment to [address]. If you do not pay me by [date ten days from date of letter], I will file a claim in small claims court.

Sincerely,

[your name and address]