

LEGAL REQUIREMENTS FOR TERMINATION NOTICES

This handout is general legal information. It is not legal advice about a specific case. If possible, you should talk to a lawyer about your specific case.

Eviction cases are usually based on termination notices. Termination notices are written documents that a landlord gives a renter to end the rental agreement.

There are different legal requirements for different types of termination notices. If a landlord files an eviction case based on a notice that doesn't follow the law, the renter can win the case. This info sheet lists things that notices must have to be legal. If a notice doesn't have these things, the renter may be able to win at trial.

Checklist for *all* termination notices:

- Every termination notice must be delivered **on paper**. Notices given by email, text message, or verbally are not legal. Notices can't be delivered by certified or registered mail.
- Every termination notice must have a **termination date**. This must be a specific date. It's not enough if the notice says "tenancy will terminate in 30 days" or something like that. There must be a specific date for the tenant to move out.
- Every termination notice must have **information about services for veterans**. The notice can either give contact information for a local veterans' services officer, or contact information for a referral service, like 2-1-1.

Special rules for *specific types* of termination notices:

Because landlords can terminate a rental agreement for different reasons, the rules for termination notices can be different depending on the type of notice.

10 day, 13 day, or 72 hour termination notices for nonpayment of rent:

- Notices for nonpayment of monthly rent must be at least 10 or 13 days. 72 hour notices are only allowed for week to week tenancies.
- Deadline to pay the rent must say both a **date and time**
- Notice must say a **specific dollar amount** that must be paid
- Notice can only require tenant to pay **rent**, not late fees, utilities, or other amounts
- Notice must include information about how to get help paying rent and legal help

24 hour notices for outrageous or criminal acts:

- Deadline to move out must have both a **date and time**
- Notice must say **specific facts**

30 day notices for violations of the rental agreement:

- Notice must say **specific facts**
- Notice must say a way to **cure the violation**

90 day notices for a landlord's reason:

- Notice must say that the landlord is ending the rental agreement for **one of these reasons**:
 - demolishing the rental
 - taking the rental off the rental market/ converting it to another use
 - doing repairs or renovations that would make the rental unlivable
 - moving in to the rental/ moving a family member into the rental

- the landlord has sold the rental to someone who plans on moving in
- Notice must say specific facts to support the reason
- If the landlord owns more than four rental units, the landlord must send one month's rent with the notice

Special rules for renters with subsidies (public housing, low income housing, or vouchers):

Renters with low incomes who pay reduced rents because of a government subsidy have special rules for termination notices. Renters who have a Section 8 voucher, who live in public housing, tax credit housing, or rural development housing, have additional protections. **Nonpayment notices for low income housing must give at least 30 days before the tenancy is terminated.**

What can renters do if they get an invalid termination notice?

If at all possible, renters should talk to a lawyer. But if a renter can't get a lawyer, it may be possible to win an eviction trial if the termination notice isn't valid. To get a judge to review a termination notice, a renter must:

- Show up at the scheduled court appearance
- Ask for a trial
- Pay a filing fee or ask for a fee waiver
- File an Answer with the court that says the termination notice was not valid, and that explains why
- Examples: "The termination notice doesn't have a termination date", or "The termination notice doesn't have any information about services for veterans"
- Mail a copy of the Answer to the landlord or the landlord's lawyer
- Show up for the trial and tell the judge that the notice isn't valid

Risks of going to trial

There are risks involved in taking a case to trial. The judge might not agree that the termination notice isn't valid. Or, the judge might think that it doesn't matter very much, if a landlord has a strong case that the rental agreement was violated. There is no way to be sure that a renter will win their case. If the renter loses, they will have to move out in about four days, and may have to pay the landlord's court costs and attorney's fees.

If a renter asks for a trial, and then changes their mind, they can move out before the trial date. If a renter moves out before the trial, and then shows up in court for the trial to tell the judge they've moved out, the judge should dismiss the case. However, landlords can still ask renters to pay money they owe in another way, like small claims court or collections.

How do I find legal help?

For more information about a pending eviction case, you can contact the Eviction Defense Project for **free legal help**. Call the Eviction Defense Project at 888-585-9638, e-mail evictiondefense@oregonlawcenter.org or visit <https://oregonlawcenter.org/eviction-defense-project/>

For other legal information, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>. You can also contact the Oregon State Bar lawyer referral service at (503) 684-3763.