

Date: _____

Dear *(Landlord's name)* _____:

I am a renter at *(address)* _____. I am writing because you (or someone acting on your behalf) *(choose all that apply)*:

- Locked me out my rental unit,
- Threatened me with a lockout, or
- Turned off my utilities on *(date)*_____.

Oregon law prohibits lockouts and ouster. Without a court order, it is against the law for a landlord to lock a tenant out, threaten to lock a tenant out, turn off water, power or heat, or threaten to do any of those things. Tenants may only be removed from the property by a sheriff acting pursuant to a court order. ORS 105.105, 105.110.

If you lock me out or force me to move by turning off my utilities, the law allows me to end my rental agreement or immediately file a lawsuit seeking an order forcing you to allow me to return at once. I can also sue you for damages, which could include up to three months' rent for a lockout and an unlawful entry plus court costs and attorney fees. ORS 90.375, 90.322.

Please comply with the law by letting me back into my home and stopping any attempts to lock me out or oust me from my home. I have attached copies of the laws referenced in this letter.

Sincerely,

Renter's name

Renter's signature

Related Oregon Laws

ORS 90.322 Landlord or agent access to premises; remedies.

(8) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct or may terminate the rental agreement pursuant to ORS 90.360 (1). In addition, the tenant may recover actual damages not less than an amount equal to one week's rent in the case of a week-to-week tenancy or one month's rent in all other cases.

ORS 90.375 Effect of unlawful ouster or exclusion; willful diminution of services.

If a landlord unlawfully removes or excludes the tenant from the premises, seriously attempts or seriously threatens unlawfully to remove or exclude the tenant from the premises or willfully diminishes or seriously attempts or seriously threatens unlawfully to diminish services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric or other essential service, the tenant may obtain injunctive relief to recover possession or may terminate the rental agreement and recover an amount up to two months' periodic rent or twice the actual damages sustained by the tenant, whichever is greater. If the rental agreement is terminated the landlord shall return all security deposits and prepaid rent recoverable under ORS 90.300. The tenant need not terminate the rental agreement, obtain injunctive relief or recover possession to recover damages under this section.

ORS 105.105 Entry to be lawful and peaceable only.

No person shall enter upon any land, tenement or other real property unless the right of entry is given by law. When the right of entry is given by law the entry shall be made in a peaceable manner and without force.

ORS 105.110 Action for forcible entry or wrongful detainer.

When a forcible entry is made upon any premises, or when an entry is made in a peaceable manner and possession is held by force, the person entitled to the premises may maintain in the county where the property is situated an action to recover the possession of the premises in the circuit court or before any justice of the peace of the county.