

A low-angle photograph of a modern multi-story apartment building. The building features a mix of blue and orange exterior panels. Each floor has a balcony with a dark metal railing. The sky is a clear, light blue. A semi-transparent dark grey banner is overlaid across the middle of the image, containing the title text.

# Landlord - Tenant Law

# What We'll Cover

- Statutory Framework
- Lease Agreements
- Landlord & Tenant Duties
- Evictions & Defenses
- Selling Occupied Properties

# ORS Chapter 90

- Landlord-Tenant Act
- Adopted in 1973
- Strict Compliance

# ORS 105

- Governs Evictions
- Forceable Entry & Detainer

A young man and woman are shown in profile, facing each other and smiling warmly. They are standing in front of a brick wall. The woman has long, wavy brown hair and is wearing a grey t-shirt. The man has short brown hair and is wearing a blue and grey striped polo shirt. They are embracing each other. The background is a brick wall with a warm, reddish-brown tone.

# Applicability

All Residential LL/T Relationships



# Exclusions

- Care Facilities
- Vacation Rentals & Hotels
- Fraternities
- Condominium Owners
- LL's on-site employees



# Landlord Obligations

# Habitability

- Plumbing, heating, electrical
- Weather protected
- Water supply
- Smoke detectors
- Working locks

# Tenant Privacy - Exceptions

- Abandonment
- Repairs
- After 24 hr notice
- Emergencies

# Tenant Obligations

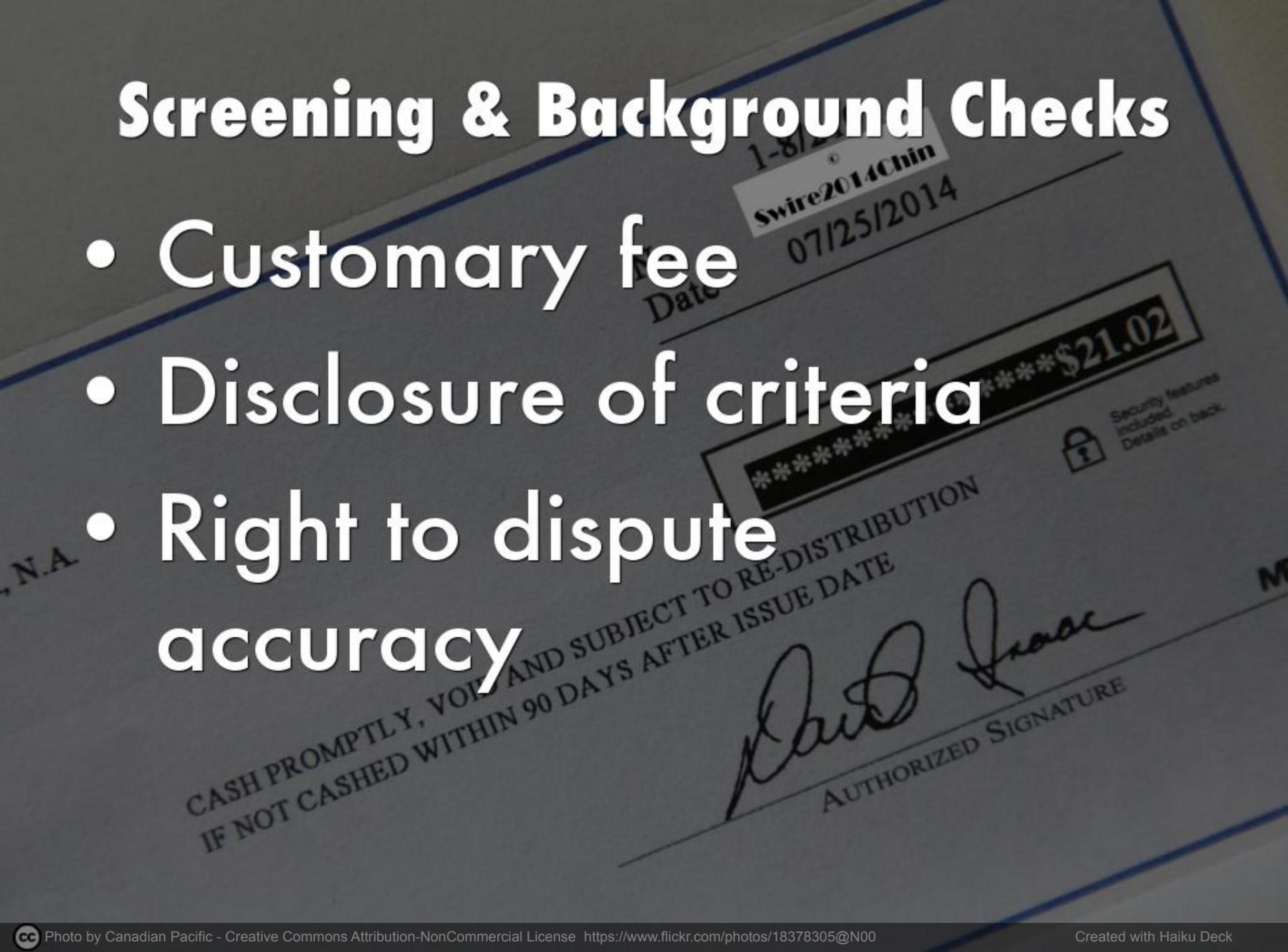
- Keep dwelling clean
- Cooperate with repairs
- Pay rent on time
- Avoid damage & disturbances



# Entering into the LL/T Relationship

# Screening & Background Checks

- Customary fee
- Disclosure of criteria
- Right to dispute accuracy





# Fair Housing Act

# The Rental Agreement

## RENTAL AGREEMENT (For an Unfurnished House or Flat on an Assured Tenancy)

11. THE CLAUSE

### Terms and Conditions

## TENANCY AGREEMENT - ENGLAND (For an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY \_\_\_\_\_  
The LANDLORD \_\_\_\_\_  
The TENANT \_\_\_\_\_  
The GUARANTOR \_\_\_\_\_

Signed and executed as a Deed by the following parties

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord's signature(s)

<http://www.multifamilynw.org/>

Criminal Activity Addendum

M058 OR

Base Charge List

M052 OR-WA

Satellite Dish Installation Policy

M033 OR-WA

Air Conditioner Installation Agreement

M050 OR-WA

Renter's Insurance Confirmation Addendum (New Form)

M059 OR-WA

Addendum to Rental Agreement

M064 OR-WA

### **Violation & Termination Forms**

Oregon Notice of Noncompliance (New printing 04/16)

M017 OR

Oregon Notice of Violation (New printing 04/16)

M040 OR

Notice of Tampering with or Failure to Maintain Alarm/Detector

M041 OR

Notice of Violation - Failure to Pay Money (New Form)

M031 OR

72-Hour Notice of Termination for Non-Payment of Rent

M020 OR

144-Hour Notice of Termination for Non-Payment of Rent

M015 OR

Notice of For Cause Termination (New printing 04/16)

M023 OR

10-Day Notice of Termination for Repeat Violations

M028 OR

End of Tenancy Notice, M to M or Non-Renewal (New 04/16)

M019 OR

# Requirements

- Provide copy to tenant
- Provide contact information
- Address payment of utilities
- Include any rules and regulations

# Prohibitions

- Unconscionable terms
- Waiver of rights
- Confession of judgment
- Limitation on LL liability

A man with dark hair and a wide-eyed, open-mouthed expression of shock or surprise. He is wearing a brown suit jacket over a striped shirt and a dark tie. The background is a plain, light-colored wall.

# Oral vs. Written

Statute of Frauds

A modern living room with a white sofa, a coffee table, and a window with blinds. The room is brightly lit, and the furniture is minimalist and contemporary. The text "Deposits & Inspections" is overlaid in the center of the image.

# Deposits & Inspections



# Evictions

No Cause & For Cause

# No Cause

- LL is selling property
- LL relative wants to move in
- LL wants to remodel

# No Cause Termination

- 30 days (less than 1 yr)
- 60 days (more than 1 yr)
- 90 days in City of Portland

# For Cause

- Nonpayment of rent
- Pet violations
- Illegal activities
- Outrageous conduct
- Substantial damage to

**ROOMS FOR RENT**  
**WITH PRIVATE BATHROOM**

# Nonpayment of Rent

- 72 hr notice
- Not sooner than 8th day
- State base rent ONLY
- Specify due date

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**This is to inform you that your rent is now more than seven (7) days past due. This is your 72-hour written notice to pay your past due rent or your Rental Agreement will terminate as provided by Oregon Landlord/Tenant law.**

Rent Amount Due \$ SAMPLE. You must pay only this amount to avoid termination. However, you remain responsible for all other charges and outstanding amounts.

**If this box is checked, your Rental Agreement requires payment by means other than a personal check, third-party check or multiple checks. Money order or certified check preferred.**

This Notice has been served personally at \_\_\_\_\_ TIME  AM  PM.

Your rent payment must be paid by \_\_\_\_\_ TIME  AM  PM on \_\_\_\_\_ DATE or your tenancy will terminate automatically without further notice.

**Owner/Agent: Please note additional service requirements for subsidize**

**Statement of Account** (Informational Purposes Only)

Past Due Rent	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
Late Charges	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
Other	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
Other	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
Other	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
Other	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<b>Total Outstanding Amount</b>		\$	<u>SAMPLE</u>

# Service of Notice

- Personal Service
- Post and Mail
- First Class Mail

# Tenant Defenses

- Retaliation
- Defective notice
- Habitability
- Unlawful access
- Discrimination
- Waiver



# FED

- First Appearance
- Mediation
- Trial
- Restitution
- Forceable removal



# Abandoned Property

- Provide notice
- Wait 5 days (8 if mailed) for response
- If tenant responds, wait 15 days
- Otherwise, dispose

A large, white, two-story house with a prominent gable roof and a wide porch. The house is set on a grassy field under a clear blue sky. The sun is low on the horizon, casting long shadows across the grass. The porch has several wooden chairs. The house has a textured white exterior and a dark roof.

# Tenant Occupied Properties

# Options

- Agreement to fund eviction
- OREF 54
- Cash for keys
- Wait for expiration of lease

# City of Portland

- 90 day notice requirement
- Relocation assistance
- 10% rent increase cap

# How Relocation Assistance Works

## Triggering Event



**Receive a No-Cause Eviction**

OR

**Rental Increase of 10% or more**

OR

**Substantial Change of Lease Terms**

OR

**Non Renewal of Lease**

**Notice** At least 90 days prior to the end of the lease, with a Termination Notice, Increase Notice, or Relocation Assistance Notice, the landlord must provide the tenant with a description of Tenant's Rights and Obligations.

**Landlord Action:** Must pay Relocation Assistance to Tenant at least 45 days before the termination of the lease

**Tenant Action:** Must provide written notification to the Landlord if requesting Relocation Assistance\* within 45 days of notification of rent increase

**Landlord Action:** Must pay Relocation Assistance within 31 days from when Tenant provides written notification of request for Relocation Assistance. \*\*

**Tenant Action:** Must provide written notification to the Landlord if requesting Relocation Assistance\* within 45 days of substantial change of lease terms

**Landlord Action:** Must pay Relocation Assistance within 31 days from when Tenant provides written notification of request for Relocation Assistance.\*\*

**Landlord Action:** Must pay Relocation Assistance to Tenant at least 45 days before the termination of the lease

\*Request for Relocation Assistance is not notification of termination of the lease.  
 \*\*Accepting Relocation Assistant payment requires a tenant to move out.

Is my Landlord/am I as a Landlord EXEMPT from Relocation Assistance?

As a Landlord, how do I notify the Portland Housing Bureau that I paid Relocation Assistance?

For more information, visit:  
[www.portlandoregon.gov/phb/rso](http://www.portlandoregon.gov/phb/rso)

**Relocation Assistance Payment**



Studio SRO

\$2900



1 BD

\$3300



2 BD

\$4200



3+ BD

\$4500

# Does NOT apply to:

- For Cause Evictions
- Termination so immediate family member may live in dwelling
- Renters who share dwelling with LL



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