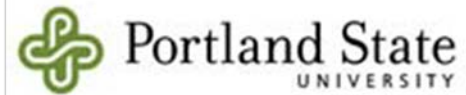


Portland State University
Student Legal Services

1825 SW Broadway
Smith Memorial Student Union M343
503.725.4556
www.pdx.edu/sls

Disclaimer: This document is written for informational purposes only and should not be relied upon as legal advice. In each case, specific legal advice should be obtained which will be responsive to the circumstances of the individual requiring it.



S T U D E N T . L E G A L . S E R V I C E S

LANDLORD TENANT HANDBOOK



Notes:

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Before You Move In and When You Move Out Tips:

It is extremely important to document the condition of your rental before you move in and when you move out. **Always** use a Move In, Move Out Checklist and **always** take photos to document what is on your checklist. Checklists provide documentation of a rental unit's condition both at the beginning and end of a tenancy.

Although Oregon law does not require it, many landlords provide these checklists to tenants at the beginning of their tenancy. Sometimes the checklists provided by landlords are too broad or incomplete and leave many issues unaddressed or undocumented. If your landlord provides you with one of these checklists, read it carefully before signing. If it is already filled out by the landlord, make sure you agree with the descriptions before signing. If you are supposed to fill it out, make sure you review each item and each room carefully before filling it out and returning it to the landlord.

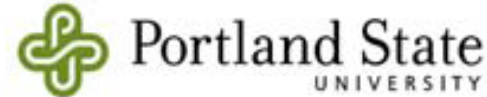
As you settle in to your new place, you may discover additional damage (stains, holes, burned out light bulbs, etc.) that you did not notice before. Make sure to update the checklist or, if you have already given it back to the landlord, make sure you notify the landlord as soon as you discover the additional damage.

Unaddressed, undocumented problems often lead to security deposit refund issues when tenants move out. Checklists help, but photos are better. In addition to filling out a Move In, Move Out checklist, you should also take pictures or video of the rental unit both when you move in and when you move out. If you take pictures or video using a cell phone or digital camera, it is always a good idea to back them up and/or e-mail them to yourself, especially considering how often technology crashes and files end up unrecoverable.

If your landlord does not provide you with a checklist (or provides you with one that you do not like), Student Legal Services has a checklist that students can print out and use. You can find this on our website at:

www.pdx.edu/sls/additional-resources-landlord-tenant-law

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S T U D E N T . L E G A L . S E R V I C E S



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SAMPLE LETTER 4 NOTICE TO TERMINATE TENANCY FOR A MONTH-TO-MONTH LEASE

This is a sample letter to send to your landlord if you wish to move out of your apartment or house. This letter is very important, because both landlords **and** tenants must provide a 30-day **written** notice before terminating a month-to-month tenancy. If the tenant notifies their landlord of their intention to move out **verbally**, they have not provided the required notice under the law. A tenant's failure to provide written notice of termination will result in the tenant having to pay an extra month's rent.

Oregon law provides that if written notice is sent by first class mail, it is considered served 3 days after the notice is mailed. If a tenant mails their notice to terminate their lease, the tenant must take this three-day extension into account. Thus, the notice must be sent 33 days before the termination of the lease

(date)

Dear (landlord's name)

I am presently your tenant at (address). I hereby give notice that my tenancy will terminate on (date). This date reflects the 30-day notice and three days extension of that notice required by Oregon Law.

Please send my security deposit refund to (forwarding address).

**Sincerely
(your name and address)**

SAMPLE LETTER 3 REQUEST FOR RETURN OF DEPOSIT AFTER 31 DAYS

This is a sample letter to send to your landlord if you moved out more than 31 days ago and have not received either your deposit or a written accounting of how the landlord used the money. The law requires that the landlord **give you such a statement**

(date)

Dear (landlord's name):

By law I am entitled to receive either a full refund of my security deposit or an accounting of what the deposit was used for within 31 days from when I moved out. I moved out on (date). I have not received the deposit or the accounting. Oregon Law entitles me to recover twice the amount wrongfully withheld. ORS 90.300.

Please let me know what you intend to do about the deposit within 10 days from the date of this letter. If I do not hear from you by (10 days from date of letter), I may choose to file a claim in Small Claims Court.

**Sincerely,
(your name and address)**

ABOUT STUDENT LEGAL SERVICES

Student Legal Services (SLS) provides confidential and professional legal assistance to students on a wide range of issues. Funded by student fees, these services are free to Portland State University students who are currently enrolled in three or more graduate credits or four or more undergraduate credits.

SLS has licensed attorneys available to assist students in understanding and dealing with their legal concerns. In addition to Landlord Tenant Issues, help is also available for other legal issues including:

- Debtor/Creditor
- Bankruptcy
- Domestic Relations
- Small Claims
- Expungment
- Personal Injury
- Employment
- Immigration
- Auto & Bike Accidents
- Criminal
- Minor Traffic Violations
- Consumer

Students are encouraged to seek our help with their legal question. Consultation with a SLS attorney is available by appointment for a variety of legal issues. Initial consultations and some matters are often done by a law clerk or paralegal. If SLS cannot offer direct assistance, we can give referrals or suggest alternatives in areas such as Immigration Law or other fields for which we do not have a specialty. See our website or call us for more information.

COST

For most cases, SLS provides free legal services to eligible fee paying students. Litigation fees may be required for some matters. Clients, however, are responsible for paying all costs associated with their matter, including court costs, filing fees, records requests, expert costs, and any other charges associated with their matter.

NOTARY SERVICES

Free notary service is available to current students and faculty. If a notarization is needed, call to check for walk-in times, or to schedule an appointment for multiple notarizations.

WALK-IN HOURS

Walk-in consultations are available for landlord-tenant, debtor-creditor, small claims, wage and hour, and traffic citations issues. Typically, walk-ins are with a law clerk and walk-in hours—usually midday or late afternoon—are posted each term. Consultation is given in person only. **No legal advice is given over the telephone or by email**

1. Discrimination

[ORS 659A.421]

DISCRIMINATION IS ILLEGAL

It is illegal for a landlord to discriminate on the following grounds:

- Race/national origin
- source of income
- sexual orientation
- disability
- sex
- gender identity
- marital status
- familial status
- religion

If a landlord discriminates illegally against a tenant, the tenant may have a cause of action against the landlord. A tenant who is discriminated against may also raise this discrimination as a defense to any discriminatory action brought by the landlord, such as an eviction, and may raise a counterclaim for the discrimination in an eviction case.

Source of Income: A landlord may not discriminate against a tenant’s source of income. “Source of income” includes the means by which a person supports themselves and their

dependents. Source of Income includes but is not limited to social security, disability income, unemployment income, Temporary Assistance for Needy Families (TANF), alimony, child support, and food stamps. Source of income does not include federal rent subsidy payments, income derived from specific occupation or income derived in an illegal manner



Other Sample Forms SAMPLE LETTER 2 REQUEST FOR REPAIRS

This is a sample letter asking your landlord to make repairs to meet the requirements of the Landlord and Tenant Act. You should use this letter after you have contacted the landlord more than once to request that repairs be done.

date)

Dear (landlord’s name):

Since I moved in on (date) we have discussed needed repairs on numerous occasions (add dates if known). As I am sure you are aware, Oregon Law requires landlords to keep rentals in livable condition. These requirements are quite specific. The specific repairs needed to satisfy the law are as follows: (list needed repairs).

You have not made any attempts to complete these repairs. (If essential service) The Oregon Residential Landlord and Tenant Act required you to make these specific repairs within seven days from the date of this letter (add three days if mailed). (If non-essential service) The Oregon Residential and Landlord Tenant Act requires you to make these specific repairs within 30 days from the date of this letter (add three days if mailed).

Please respond to this request for repairs in writing by (date) outlining your intentions to complete repairs.

If no response is received by (date) I may choose to pursue tenant remedies as stated in the Landlord/Tenant Act by (add if appropriate) [contacting an attorney] or [starting a small claims court action].

Sincerely,
(your name and address)

**Other Sample Forms
SAMPLE LETTER 1
REQUEST FOR REPAIRS**

This is a sample letter asking your landlord to make repairs to meet the requirements of the Landlord and Tenant Act. You should use this letter for your initial request for repairs.

(date)

Dear (landlord's name):

I am a tenant at (your address). I request the following needed repairs in my rental unit: (list needed repairs).

I am providing you with this notice pursuant to ORS 90.322 so that you can protect your property from further damage and also because this is an unsafe and unhealthy living situation. I am concerned that if the needed repairs are not made immediately (state the consequences here of what will happen if the repairs are not made).

Please contact me as soon as possible about this repair problem and make arrangements to have the problem fixed.

(Choose one of the following:)

I would like to be present when the repairs are being done. Please contact me to make the necessary arrangements so that I can be home when the repair people arrive.

OR

Please notify me of the time and date repair people will enter my rental unit to make the necessary repairs. This consent to enter expires seven days from the date of this letter.

**Sincerely,
(your name and address)**

Familial Status:

Familial status (families with children) means one or more individuals who have not attained the age of 18 years and living with a parent or another person having legal custody.

Occupancy standards usually refer to tenants and attempt to restrict the number of children or to prohibit children of opposite sexes from sharing a bedroom. This practice is prohibited.

A landlord may adopt an occupancy guideline for a dwelling unit which shall not be more restrictive than two people per bedroom and shall be reasonable.

Assistance Animals in Rental Housing

A landlord may not refuse to rent a dwelling to an individual with a physical impairment on the basis of the person's use or possession of an assistance animal. A person with a physical impairment may not be required to pay a fee or deposit for an assistance animal. However, the individual with a physical impairment is still liable for any damages done to the dwelling unit by the service animal.

2. Retaliation

[ORS 90.385]

In Oregon, it is unlawful for landlords to retaliate against tenants after the tenant:

- Made a reasonable, good faith complaint about a matter related to the tenancy
- Unionized or attempted to unionize.
- Won an eviction case against the landlord within the last 6 months (*exceptions apply*)
- Provided testimony against the landlord in court
- Threatened to complain or actually complained about the tenancy to a government agency

Retaliation includes:

- Threats or attempts to evict a tenant
- Rent increases
- Stopping or decreasing services

Retaliation is difficult to prove in court. If you think you are the victim of retaliation, contact Student Legal Services for more information on how to proceed.

3. Lease

A lease is a **legally enforceable contract** defining the relationship between a property owner (the lessor) and a renter (the lessee). A typical lease spells out all of the terms involved in a rental agreement, including the length of time a lessee may use the property and what condition it must be in upon return to the lessor. **You should always read your lease carefully before signing and agreeing to its terms.** If you have made special agreements with your landlord, you should make sure those agreements appear somewhere in the lease. Student Legal Services can review a lease with you before you sign it. Stop in during walk-in hours if you would like us to do this.



Violating the terms of a lease may have legal and financial consequences. For example, if you have signed a lease that says you will remain on the property for 12 months, barring certain circumstances, you cannot move before the 12 months is up. If you move sooner, you may have to pay a lease break fee or continue to pay rent until the landlord finds a new renter. Contact Student Legal Services before you violate the terms of your lease.

Form 3: Qualified Third Party Verification

Name of Qualified Third Party

Name of Tenant

Part 1: Statement by Tenant:

I, _____ (Name of tenant) do hereby state as follows:

1. I (or a minor member of my household or family) have been a victim of domestic violence, sexual assault, or stalking.
2. The most recent incident (s) that I rely on in support of this statement occurred on the following dates: _____

3. The most recent incident took place in the last 90 days, not counting any time the abuser was in jail or was living more than 100 miles from my home.

The abuser was in jail from ___ to ___ or was living more than 100 miles away from _____.

4. I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Signature of Tenant

Date

Part 2: Statement by Qualified Third Party

I, _____ (name of qualified third party), do hereby verify as follows:

1) I am a law enforcement officer, attorney, licensed health professional or victim's advocate.

2) My name, business address, and business telephone are as follows: _____

3) I verify that the person whose signature is listed above has informed me that the person (or minor member of the person's household) is a victim of domestic violence, sexual assault or stalked, based on the incidents listed above.

4) I reasonably believe the statement of the person above. I understand that this document may be used as a basis for gaining release from a rental agreement with the person's landlord.

5) I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Signature of Qualified Third Party

Date

Sample Form 2: 14 Day Notice to Landlord for Terminate Lease

(date)

Dear (landlord's name):

I am a tenant at (your address). I (or an immediate family member) am a victim of domestic violence, sexual assault, or stalking within the past 90 days or I am currently protected by a restraining order.

Pursuant to the Oregon Residential and Landlord Tenant Act, this is my 14-day notice to end my rental agreement on (enter the date 14 days from today and add three days if mailing).

Enclosed is (choose one) a copy of my protection order, a copy of a police report showing that I (or an immediate family member) was the victim of an act of domestic violence, sexual assault, or stalking, a copy of a conviction, or a statement from a law enforcement officer or other qualified third party.

Sincerely,
(your name and address)

Month-to-Month Tenancy versus a Lease Agreement

In Oregon, month-to-month tenancies are the assumed rental agreements unless a written agreement says otherwise. Either landlord or tenant can terminate the tenancy with a 30-day written notice. However, as of 2010 (and applying only to rental agreements entered into on or after January 1, 2010), once a tenant has lived in the rental for over 1 year, the landlord must give a 60-day written notice. Tenants still need only give a 30-day notice. **See SL-4 for sample letter to terminate tenancy.**

Leases are for a fixed term and may offer protections beyond those in the law. While in the lease, the tenant has the assurance that the rent cannot increase during the time of the lease. However, some landlords can reserve the right to increase the rent during the tenancy. A landlord may be willing to negotiate out anything the tenant finds unfavorable or does not agree to. **Review leases carefully before signing them—they are legally binding contracts!**



Note: Either fixed-term or month-to-month tenancies can be terminated for violations of the rental agreement, nonpayment of rent, and criminal or outrageous behavior. See pages 6-7 for more information.

Waiver of Tenants Rights Prohibited [ORS 90.245]

A rental agreement may not provide that the tenant agrees to waive or forgo rights or remedies given to tenants under the Landlord/Tenant Act. A rental agreement may afford a tenant greater rights than are provided to the tenant under the Landlord/Tenant Act. Because of this, it is always a good idea to read the rental agreement when problems arise, to see if there are any provisions regarding the problem.

Temporary Occupancy [ORS 90.275]

An individual may become a temporary occupant of a dwelling via a written request of the tenant. This is permissible if a written contract between the tenant, landlord, and guest are signed and agreed upon by each. The temporary occupant does not receive the same rights as the tenant and can be evicted at any time at the tenant's request. They are also subject to eviction by the landlord should they violate any policy in the contract. The landlord may screen a temporary tenant for conduct or criminal records. They may not screen credit or income. Upon eviction the temporary occupant has no right to cure.

Early Lease Break

Leaving a rental before the lease expires is complicated. Although many leases contain provisions allowing tenants to break the lease for a set fee, landlords may still give you bad references or negatively affect your credit or rental history. Contact Student Legal Services before breaking your lease. **For information on breaking a lease due to domestic violence or sexual assault, see page 14.**

Rules

[ORS 90.262]

In Oregon, landlords may adopt rules about the tenants' use and occupancy of the premises. Rules are only enforceable if:

- 1) The rule's purpose must be either to:
 - Promote the convenience, safety or welfare of the tenants in the premises;
 - Preserve the landlord's property from abusive use; or
 - Make a fair distribution of services and facilities that are held out for the tenants;



Sample Forms for Victims of Domestic Violence, Sexual Assault, or Stalking

Sample Form 1: Request to Change Locks

(date)

Dear (landlord's name):

Pursuant to the Oregon Residential and Landlord Tenant Act, I write to request that you promptly change the locks to my unit. I am a victim of a domestic violence, sexual assault or stalking. (If you are the only tenant on the lease you do not need to provide verification of the violence.)

(If the abuser is on the lease) Enclosed please find a copy of the restraining order that orders the abuser out of the dwelling unit ("ouster").

Sincerely,
(your name and address)

Early Lease Break:

[ORS 90.453]

How to break your lease early for safety:

- Make a request to your landlord in writing. **See DV-2 for sample letter.**
- Provide verification of the abuse by giving your landlord **one** of the following:
 - A copy of a court protective order;
 - A copy of a police report showing that you or an immediate family member living with you has been the victim of domestic violence, sexual assault or stalking;
 - A copy of a conviction for an act of domestic violence, sexual assault, or stalking;
 - A statement from a law enforcement officer or other qualified third party [attorney, licensed health professional, or victim advocate] stating you have reported an act of domestic violence, sexual assault or stalking. **See DV-3 for sample letter**



You will not be charged for ending your lease early. If you are the only person on the lease you can end your tenancy and you are responsible for the rent only up to the termination date. If there are other people on the lease, you will not be responsible for rent or damage occurring past your release date.

A landlord may not treat you differently because you are or have been a victim of domestic violence, sexual assault or stalking.

- 2) The rule must be related to the purpose for which it is adopted;
- 3) It applies to all tenants in the premises in a fair manner
- 4) It is sufficiently clear in its prohibition, direction, or limitation of the tenant's conduct so the tenant knows how to follow the rule;
- 5) The rule is not created so the landlords can avoid their obligations as a landlord;
- 6) The tenant has written notice of the rule at the time the tenant enters into the rental agreement or when the rule is adopted.

Rules must be reasonable and cannot single-out certain tenants.

Any rule changes during a fixed-term lease must be agreed to in writing by the tenant. For rule changes during a month-to-month tenancy, the landlord must give 30-days prior notice.

Termination

A landlord may terminate a tenant's rental agreement in several ways.

24-Hour Notice

[ORS 90.396]

After 24-hours written notice specifying the causes, a landlord may immediately terminate the rental agreement and take possession of the premises if a tenant, tenant's pet, or someone in the tenant's control engages in certain extreme behavior including:

- 1) Threatens to immediately inflict personal injury upon the landlord, other tenants or guests on the property, or immediate neighbors.



- 2) Actually inflicts injury upon the landlord, other tenants, or immediate neighbors.
- 3) Intentionally causes substantial damage to the premises.
- 4) Vacates the premises and then sublets the premises contrary to the rental agreement.
- 5) Commits on or near the premises any act of prostitution or promotion of prostitution, manufacture or delivery of controlled substances, intimidation, or burglary.

Additionally, if a tenant subleases to another without written permission from the landlord, the person in possession is subject to the 24-hour eviction.

72-Hour Notice **[ORS 90.394]**

If a tenant is more than eight days late in payment of rent, a landlord may give 72-hour **written** notice that the landlord intends to evict the tenant. After 72 hours, if the tenant has not paid the rent, a landlord may immediately terminate the rental agreement and go to court to obtain a Forcible Entry and Detainer (eviction), so long as the written notice specifies that the landlord intends to terminate the rental agreement if the tenant does not pay the rent within the 72 hours.

4. Tenant Obligations **[ORS 90.325, 90.340]**

A tenant has the following obligations (this is **NOT** an all-inclusive list):

- **Dwelling:** Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit.
- **Absence:** The rental agreement may require that the tenant give actual notice to the landlord of any anticipated extended absence from the premises in excess of 7 days no later than the first day of the extended absence.



Landlords **may** evict you if they have previously given you a written warning of the conduct of the non co-tenant abuser and:

- 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
- You consent to the abuser living with you without the landlord's permission.

Lock Policy: **[ORS 90.459]**

Your landlord must promptly change your locks or give you permission to change your locks if you notify them that you (or an immediate family member) are a victim of domestic violence, sexual assault or stalking. Written notice is preferable. You do **not** need to provide proof that violence occurred.

If your landlord takes too long, you can change the locks without permission, but you must provide the landlord with a copy of the new key.

Although you are responsible for paying for the new locks, the landlord cannot insist you pay prior to the locks being changed. **See DV-1 for sample letter.**

Abuser is a Cosigner: **[ORS 90.445, 90.459]**

If the abuser is on the rental agreement with you and you want to change the locks to keep the abuser out:

- You must have a court order that specifically orders the abuser to move out of the unit (such as a restraining order or similar order).
- The landlord should not allow the abuser into the unit without your permission unless court ordered.
- The abuser's lease is terminated once the court order is final
- The abuser is jointly responsible for the rent until the date the abuser was excluded from the unit.

After the foreclosure sale, if you are on a month-to-month rental agreement, the new owner is required to give you a 90-day notice to move out. If you have a lease, the owner must allow you to stay in your home until your lease expires. If your lease expires in less than 90 days, then the new owner must give you 90 days' notice to move.

Foreclosure laws are constantly changing. If you receive a foreclosure notice, please contact us or visit our website.

13. Housing Rights for Domestic Violence, Sexual Assault, and Stalking Survivors



Eviction: [ORS 90.449]

A landlord may not evict you, fail to renew your lease or deny you admission:

- Because you are a victim (present or past) of domestic violence, sexual assault, or stalking;
- Because of a violation of the rental agreement caused by an incident of domestic violence, sexual assault or stalking committed against the tenant;
- Because of criminal activity or police response related to domestic violence, sexual assault or stalking in which the tenant is the victim;
- Because of a bad landlord reference about a past incident of domestic violence, sexual assault or stalking.

Smoke Detector Maintenance: The tenant must test any smoke alarm, smoke detector, or carbon monoxide alarm provided by the landlord and notify the landlord in writing of any operating deficiencies. Tenants may not remove, dismantle, or in any other way tamper with a smoke alarm, smoke detector, or carbon monoxide alarm.

5. Fees and Other Charges [ORS 90.295, 90.302]

Applicant Screening Charges: Landlords may require applicants to pay a screening fee, however:

- the fee shall not exceed the landlord's average actual cost of screening;
- the landlord must provide the applicant with a receipt and estimate of the number of available units the landlord has (or will soon have) in the area; AND
- prior to accepting the fee, the landlord must adopt written screening or admission criteria AND give the applicant written notice of:
 - the amount of the screening fee;
 - the landlord's screening or admission criteria;
 - the screening process the landlord typically follows; AND
 - the applicant's right to dispute the accuracy of the findings.

Landlords cannot charge a screening fee if they:

- know that no rental units are (or will soon be) available at the time of the application;
- do not actually screen the applicant; OR
- fill the vacancy before screening the applicant.

Fees: A landlord may charge a tenant a fee for each occurrence of the following:

- A late rent payment
- A dishonored check
- Removal or tampering with a properly functioning smoke detector or carbon monoxide alarm
- Violation of a written pet agreement

- The abandonment or relinquishment of a dwelling unit during a fixed term lease
- Noncompliance with written rules or policies. This fee may not exceed \$50 and must be one of the following types of noncompliance:

- 1) Late payment of a utility or service charge
- 2) Failure to clean up pet waste from premises other than the dwelling unit.
- 3) Failure to clean up garbage, rubbish, and other waste from a part of the premises other than the dwelling unit.

Late Charges:

A landlord may impose a late charge/fee if rent payment is not received by the 4th day after the weekly/monthly due date. A late fee may only be imposed if the written rental agreement specifies such a late charge by describing:

- the type and amount of the late charge;
- the date on which rent payments are due; and
- the date or day on which late charges become due.

As of Jan. 1, 2010 the following fees are no longer permissible:

- Administrative Fees
- Move in/Move out Fees
- Pet Fees (Pet deposits are still allowed)
- Cleaning Fees (Cleaning deposits are still allowed)

The landlord must disclose all fees and deposits in the original lease agreement prior to signing and receiving funds. However, all leases signed before Jan. 1, 2010 are still subject to the original conditions.



- **For serving notices:** The landlord may enter the premises under the tenants exclusive control not including the dwelling unit without consent of the tenant and without notice to the tenant.

In all other cases, unless there is a written agreement separate from the rental agreement, the landlord must give at least 24 hours actual notice of the intent to enter and may only enter at reasonable times.

A landlord must not abuse the right of access or use it to harass the tenant. On the other hand, a tenant must not unreasonably withhold consent from the landlord to enter.

If the landlord unreasonably harasses the tenant by making unlawful entries or lawful entries in an unreasonable manner, the tenant can recover damages against the landlord.

The landlord must make a good faith effort to adhere to all requests regarding entry time frames.

12. Foreclosures

If your landlord has been foreclosed upon and the property has new owners, you may be forced to move out. Under most circumstances*, you will have at least 90 days to vacate the premises.

Before the property is foreclosed on, tenants must be given notice of the upcoming foreclosure sale.

Any security deposits or last month's rent you paid to your landlord can be applied to your rent before the foreclosure sale.

If you do not do this, you may lose this money once the sale takes place.



**Exceptions apply. For example, if you are renting from your parent or other close relative, you may have to move much sooner.*

10. Notices

[ORS 90.155]

Written notices may be served by personal delivery or by first class mail.

Personal delivery: Requires actual hand delivery to the addressed person or a person of legal age (14 yrs.) living at the person's address. Leaving a notice in the crack of the front door is not personal delivery.

By mail: If a notice is served by mail, the minimum period for compliance shall be extended by three days.

Posting of 72-hour or 24-hour notice of termination of tenancy: This notice may be deemed served on the day that it is attached in a secure manner to the main entrance the tenant's premises when followed by notice sent by 1st class mail. This method of service must be provided for in the rental agreement.

11. Entry

[ORS 90.322]

A landlord may enter without notice under the following conditions:

In the case of an emergency: A landlord must give the tenant actual notice within 24 hours after the emergency entry. The notice must include the fact of entry, the date and time of entry, the nature of the emergency, and the names of the persons who entered.

For repairs: If the tenant requests repairs or maintenance in writing, the landlord or agent may enter the premises in the tenant's absence or without the tenant's consent, for the purpose of making the requested repairs until the repairs are completed. The written request gives the landlord/agent no more than seven days of consent to enter, unless the repairs are in progress and a reasonable effort is being made to complete the repairs in a timely manner. The tenant's repair request may specify allowable times; otherwise, the entry must be at a reasonable time.

6. Security Deposits

[ORS 90.300]

The landlord may withhold from the security deposit only the amount reasonably necessary to remedy a tenant's failure to complete his or her obligations (i.e. unpaid rent) and to repair the damages caused by the tenant or his or her guests that are beyond normal wear and tear.

The tenant must provide a good mailing address where the landlord can send the remaining portion of the security deposit. The landlord is responsible for providing to the tenant an accounting of any deductions made from the security deposit. A landlord may not charge a tenant for anticipated wear and tear. If after 31 days the tenant has not received their deposit and/or a full accounting of the security deposit withheld, the tenant should send a letter.

See SL-2 for sample return of deposit request letter.

7. Habitable Conditions

[ORS 90.320]

A landlord is required to maintain the dwelling unit in a habitable condition. A dwelling unit is considered uninhabitable if it substantially lacks:

- Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
- Plumbing facilities maintained in good working order which conform to applicable law *in effect at the time of installation*;
- A water supply approved under applicable law, which is:
 1. Under the control of the tenant or landlord and is capable of producing hot and cold running water;
 2. Furnished with appropriate fixtures;



- 3. Connected to a sewage disposal system approved under applicable law;
- 4. Maintained in good working order and able to provide safe drinking water to the extent that the plumbing system can be controlled by the landlord;

- Adequate heating facilities maintained in good working order which conform to applicable law at the time of installation;
- Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and are maintained in good working order;
- Building, grounds, and fixtures *at the time of the commencement of the rental agreement* that are safe for normal and reasonably foreseeable uses, clean*, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin**;
- Adequate number of appropriate receptacles for garbage and rubbish;
- Floors, walls, ceilings, stairways, and railings maintained in good repair;
- Ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord;
- Safety from the hazards of fire, including a working smoke detector with working batteries. This applies only at the beginning of any new tenancy when the tenant first takes possession of the premises. It is the tenant's responsibility to regularly check and replace the batteries and notify the landlord of any malfunctions or disrepair.
- Working locks and keys for all dwelling entrance doors



**Your apartment should be free of visible mold at all times. Mold can be harmful, especially to young children. Please let your landlord know immediately if you notice extreme dampness or mold. Contact Student Legal Services if you need help addressing this issue.*

***Vermin includes pests such as cockroaches or bed bugs. Bed bugs are parasitic bugs that feed on the blood of humans. Effects from bed bug bites can range from no mark at all to a red, swollen, itchy and irritated bite mark. Bed bug issues should be handled by your landlord immediately. Contact Student Legal Services if you need help addressing this issue.*

See SL-1 & 2 for sample repair request letters.

8. Smoking

[ORS 90.220(5), 479.305]

Beginning January 1, 2010 landlords must disclose in writing the smoking policy for the premises on which the dwelling unit is located. Landlords are not required to give this disclosure to existing tenants.

9. Carbon Monoxide

[ORS 90.316, 90.317]

For all tenancies entered into on or after July 1, 2010* installation of carbon monoxide alarm (s) is required in dwelling all units containing a carbon monoxide source. A carbon monoxide source is defined as a heater, fireplace, appliance or cooking source that uses coal, kerosene, petroleum products, wood, or other fuels that emit carbon monoxide as a by-product of combustion, or an attached garage with an opening directly into a living space. The landlord is required to provide the tenant with written instructions on testing carbon monoxide alarms by the time the tenant first takes possession of the premises. The tenant is required to test the carbon monoxide detectors with the same regularity of smoke alarms.



* All existing dwelling units must comply after April 11, 2011