

**This handbook is intended as general legal information. It is not legal advice about your specific case. If you would like advice about your case, you must contact a lawyer. Contact information for legal aid programs is available at the end of this handbook.**

## RENTER'S HANDBOOK ON TERMINATION NOTICES AND EVICTIONS

If you have received a notice from your landlord telling you that you have to move out, or you have been served with court papers for an eviction court case, it's important to know your rights. This is a very stressful experience for many renters, but having good information can help.

The law requires that a landlord follow specific rules when giving a termination notice to a renter. If the landlord does not follow those rules, the notice may not be enforceable and you may not have to move. Also, depending on the facts of your situation, you may have other defenses that you can bring in eviction court that will allow you to continue living in your home.

**If there is a court case filed, the most important thing for renters is to show up to court.** Even if there is a legal defense to an eviction, if renters do not show up to court, the landlord wins automatically.

### **This packet contains the following:**

1. Information about termination notices
2. Information about the eviction court process
3. A list of attorneys who will represent renters for free in eviction court if they think you have a good defense

### **Termination notices and evictions are not the same thing!**

It is very important to understand the difference between a termination and an eviction. When a landlord wants a renter to move, they give the renter a document called a "Termination Notice." A Termination Notice does not come from the court and can be anything from a handwritten letter to a form signed by your landlord. A Termination Notice can be either a No Cause Notice or a For Cause Notice. We will talk more about the difference between those types of Notices below. A Termination Notice will have a move out date in it.

A Termination Notice is **not** an eviction and does not go on a renter's record. If a renter moves out on or before the move out date on the Termination Notice, there is no eviction case. If the renter does not move out by the move out date in the Notice, the landlord can use the Notice to start an eviction court case against the renter. The filing of an eviction court case does show up on a renter's record.

### **Termination notices**

There are some legal requirements that apply to all Termination Notices.

- All Termination Notices must give information about services for veterans.

- Even if a renter is not a veteran, if the Termination Notice does not include information about where veterans can get help, the Notice is legally invalid, and the renter may have a defense to an eviction.
- All Termination Notices must be given to the renter in a certain way. The legal term for this is “service.” A landlord, or an agent of the landlord, must give the renter the Notice in one of the following three ways:
  - They must hand the Notice to the renter or a member of the renter’s household.
  - They must mail the Notice by first class mail to the renter.
    - If a landlord uses certified or registered mail instead of regular first class mail, the Notice is not legally valid and the renter might have a defense to the eviction.
    - If a landlord mails the Notice, without giving it to the renter in any other way, the landlord has to add three days to the move out date or the cure date.
  - If there’s a written rental agreement between the renter and the landlord, and the rental agreement says that the landlord and the renter can serve Notices by posting the notice on the door and mailing the notice, the landlord can give the renter the Notice by posting it on the main entrance of the unit and by mailing it via first class mail.
    - The landlord does not need to add three more days in this situation.
  - If the landlord gives the renter a Termination Notice in any other way (for example, by telling the renter they need to move out face to face, by email or by certified mail) the Notice is not enforceable. This means that if the renter decides not to move out and the landlord files an eviction court case based on that Notice, the renter has a defense in court because the Notice was not “served” correctly.
- All Termination Notices must include a specific “termination” or move out date. The termination date is the date that the renter must move out.
  - A Termination Notice that simply says the renter must move out a certain number of days or hours after the notice is served is not valid. The Notice must have a specific date, like “January 1, 2020.”
  - If the Notice does not specify an exact date, or if the Notice does not give the renter enough time, then the Notice is not enforceable and the renter may have a defense in eviction court.

There are other legal requirements that depend on the type of Termination Notice. Generally, there are three types of Termination Notices: No Cause Termination Notices, Landlord Cause Termination Notices, and For Cause Termination Notices.

### **No Cause Termination Notices**

If anyone on the rental agreement has lived in the home for less than a year, a landlord can give a No Cause Termination Notice who has a month to month rental agreement or a renter who is at the end of a fixed term lease that is less than one year long (for example 364 days long or less). A landlord does not need to give a renter a reason why they are asking the renter to move with a No Cause Notice. Like all Termination Notices, a No Cause Notice has to include information for veterans, be served correctly, and say the specific date that the renter must move out. (see above). How much time a renter has to move out depends on where the renter lives and how long they have lived there:

- If the renter lives outside the City of Portland or Milwaukie, a No Cause Termination Notice must give the renter at least 30 days to move out (again, landlords have to add three days if they served the Notice by only by mail).
- If the renter lives in the City of Portland or Milwaukie: a No Cause Termination Notice must give the renter 90 days to move (remember, landlords need to add three days (so 93 days) if they served the Notice by mail).
- A renter who lives in the City of Portland and receives a No Cause Notice of Termination is entitled to relocation assistance from their landlord. See [www.oregonrentersrights.org](http://www.oregonrentersrights.org) or contact Legal Aid Services of Oregon at (503) 224-4086 and ask for a copy of our Relocation Assistance handbook for more information about relocation assistance.
- If a renter has lived in their home for more than one year, the landlord cannot give the renter a No Cause Termination Notice unless the landlord lives on the property and the property has only 2 units (for example, a duplex, a house where the landlord is renting out a room, or a house with an ADU where the landlord lives in one of the units).
- For these renters, the landlord can use a No Cause Notice no matter how long the renter has lived there. For these renters, the landlord must give a 30 day No Cause Notice if the renter has lived there less than a year or a 60 day No Cause Notice if the renter has lived there a year or longer.

### Landlord Cause Notices

After a renter has lived in their home for one year or more, a landlord can terminate a tenancy with 90 days' notice by giving a Termination Notice for one of these four "landlord-based" reasons:

- The landlord plans to either demolish the unit or use the unit for something other than a rental;
- The landlord plans to make repairs or renovations to the unit, and the home will be unsafe to live in;
- The landlord or landlord's immediate family member plans to move in; or
- The landlord has accepted an offer to buy the rental unit from someone who plans to move in.

There are no other "landlord-based" reasons allowed. A landlord can give a Landlord Reason Notice to renters with either a month to month rental agreement or a fixed term lease. If a landlord gives a landlord-based notice to a renter with a fixed term lease, the notice **cannot** require the renter to move out before the end of the lease.

**State the Reason:** All Landlord Cause Notices must explain in the Notice the landlord reason for termination and state facts to support the reason. If the Notice does not explain the landlord reason and/or state specific facts to support the reason, that is a defense to the Notice.

**Payment of Relocation Assistance:** At the time the landlord gives the renter a Landlord Reason Notice, the landlord must also pay the renter one month's rent as relocation assistance unless the landlord owns fewer than five rental units.

A renter who lives in the City of Portland and receives a Landlord Cause Notice may be entitled to more relocation assistance. Discuss your situation with an attorney.

### For Cause Termination Notices

A For Cause Termination Notice can be given to a renter who has a month to month rental agreement or a renter who has a fixed term lease. A For Cause Notice is given when a landlord believes that the renter has violated the terms of the rental agreement. The Notice must give the renter the reason why they are being asked to move. There are different types of For Cause Termination Notices. This handbook does not cover all possible types of Termination Notice, but these are the most common:

- **Termination Notice for Nonpayment of Rent:** There are three types of Nonpayment of Rent Notices that a landlord can give.
  - The most common one is a 10 Day Notice of Nonpayment of Rent. A 10 Day Notice can be given by a landlord when the rent is at least **eight** days past due.
    - A 10 Day Notice must explain that the renter either needs to pay the rent or move out within 10 days.
    - The landlord is required to accept the full payment of the rent due within the 10 Day period if the renter does not want to move out.
    - The landlord does not have to accept a partial payment during the 10 Day period.
  - The less common type of Nonpayment of Rent Notice is a 13 Day Notice. A 13 Day Notice can be given when rent is at least **five** days past due.
    - The 13 Day Notice must explain that the renter either needs to pay the rent or move out within 13 days.
    - The landlord is required to accept the full payment of the rent due within the 13 day period if the renter does not want to move out.
    - The landlord does not have to accept a partial payment during the 13 day period.

For either a 10 Day or 13 Day notice, a landlord is only allowed to ask the renter to pay past due **rent**. If a landlord says that the renter must pay other amounts (like late fees or utilities) to cure a 10 Day or 13 Day notice, the Notice is legally invalid, and the renter may have a defense in court.

- A landlord can also give a 30 day for cause notice for nonpayment of rent. A 30 day notice must give the renter at least 14 days to pay the rent, or move out in 30 days.
  - The landlord is required to accept the full payment within the 14 day period if the renter does not want to move out.
  - If a landlord gives a 30 day for cause notice for nonpayment of rent, the landlord **is allowed** to ask the renter to pay late fees or utilities in order to cure the nonpayment.

For any kind of nonpayment notice, a landlord must also include a form with information about how to get help paying rent, and how to get legal help. If the landlord does not include the form with the Termination Notice, the renter may have a defense to an eviction.

If a landlord files an eviction case based on nonpayment, the renter has up until the end of trial to pay the full amount of money the landlord asked for in the Termination Notice. If the renter pays the landlord in full, then the eviction case must be dismissed.

- **30 Day For Cause Termination Notices:** This Notice can be given if the landlord believes that the renter has broken the rental agreement or rules. The Notice must explain how the landlord believes the renter has broken the rental agreement.
  - In most situations, the Notice must explain that the renter has the right to fix the problem to avoid having to move.
  - The Notice must also give an example of how the renter can fix the problem.
    - Generally, the landlord must give the renter 14 days to fix the problem.
    - The Notice must explain that if the renter does not fix the problem within 14 days, they have 30 days to move out.
  
- **10 Day Repeat Violation Notices:** If a renter gets a 30 Day For Cause Notice, the landlord can give a 10 Day Repeat Violation Notice if the renter breaks the rental agreement or a rule in the same way within six months.
  - This Notice gives the renter 10 days to move out.
  - The renter does not have a right to fix the problem.
  - A 10 Day Repeat Notice must be for “substantially the same” violation as the 30 Day notice. If the 10 Day Notice is for something different, then the renter may have a defense to an eviction.
  
- **24 Hour Notices:** A landlord can give a renter a 24 Hour Notice of Termination if the renter, someone “under the renter’s control,” or the renter’s pet or assistance animal does something violent or outrageous on the property, causes serious property damage, or commits specific crimes.
  - The law says someone is “under the renter’s control” if the person is at the rental unit with the renter’s permission after the renter knew or should have known that the person was likely to do something that would lead to a 24 Hour Termination Notice.
  - If the alleged act was committed by the renter’s pet or assistance animal, the renter can cure the violation and not be required to move out if the renter gets rid of the animal within 24 hours.
    - If the alleged act was committed by the renter or someone under the renter’s control, the renter does not have the right to fix the problem.
  - Landlords can also give 24 Hour Notices if the renter lied about a criminal conviction on their application within the past year, the landlord discovered the lie within the last 30 days, and the landlord would have denied the renter if they had known the correct information.
  
- **10 Day Pet Violation Notice:** A landlord can give a renter a 10 Day Pet Violation Notice if the renter keeps a pet capable of causing damage to a person or property at the rental unit and the pet is not allowed to be there under the terms of the rental agreement.
  - The renter can fix the problem by removing the pet within 10 days and not have to move out.
  - However, if the renter brings another unauthorized pet into the rental unit within six months of the 10 Day Pet Violation Notice, the landlord can give the renter another 10

Day Pet Violation Notice and the renter does not have the right to fix the problem a second time.

- **48 Hour Notice for Drug and Alcohol Violation:** If a renter lives in drug and alcohol free housing, the renter may be given a For Cause Termination Notice for violating the rules related to drugs and alcohol.
  - The Notice must give the renter 24 hours (1 day) to fix the problem or 48 hours (2 days) to move out.
  - This Notice can only be given to a renter who has lived in the drug and alcohol free housing for less than two years. If the renter has lived there for more than two years, the landlord has to give a 30 Day For Cause Termination Notice.
- **24 Hour Notice for Repeat Drug and Alcohol Violation:** If a renter got a 48 Hour Notice for a drug and alcohol violation in the past six months, and has a similar violation during the six months period, the landlord can give a Notice for Repeat Violation.
  - This Notice gives the renter 24 hours to move out. The renter does not have a right to fix the problem.

### Defenses to All Notices

Even if a landlord gives a renter a Termination Notice in the right way (“service”), and the Notice includes all the right information, renters may still have defenses to the Notice in court. It is always best to contact a lawyer for more information about possible defenses.

These defenses include Retaliation, Lack of Repairs, Discrimination, and Waiver. These defenses are explained in more detail in the handbook called “Renter’s Handbook on Evictions in Court.”

### Reasonable Accommodations for Renters with Disabilities

Renters with a disability may have the right to ask their landlords for a Reasonable Accommodation in response to a Termination Notice. If renters believe that a Termination Notice was given because of renters’ disabilities, renters can ask landlords to overlook the grounds for the termination and give renters another chance.

For example, if a renter got a For Cause Notice for causing a noise disturbance and the renter’s disability causes them to have loud outbursts if not on their medication, then the renter can ask for a Reasonable Accommodation to withdraw the Notice. However, the Reasonable Accommodation must propose a way to make sure the lease violation does not continue to happen. In the example above, the renter can state that they will go back on their medication.

A renter with a disability can also make a Reasonable Accommodation request for more time to move out when they get a Notice if the move out date in the Notice does not give them enough time to pack, find new housing and move due to their disability. For more information about making a Reasonable Accommodation request, go to: [www.oregonrentersrights.org](http://www.oregonrentersrights.org) or call Legal Aid at (503) 224-4086 and ask for a copy of our Renter’s Handbook on Reasonable Accommodations.

## Evictions

If renters do not move out before the move out date in a Termination Notice passes, the landlord can file an eviction court case. If a landlord files a court case before the move out date in the Notice, a renter may have a defense to the eviction.

If a landlord decides to file an eviction court case, the renter will receive a summons from the court. The summons will tell the renter when they need to go court. It's very important that the renter show up to court on the date and time stated in the summons. If the renter doesn't show up, the landlord will win automatically.

The eviction court process includes two court dates. The first court date is called "First Appearance." This is the time set to see if the landlord and renter can work out an Agreement. If the parties cannot work out an Agreement, the renter will need to ask for a trial.

To ask for a trial, the renter needs to file an Answer with the court and either pay a filing fee or apply for a fee waiver. These need to be filed with the court on the same day as First Appearance. The court has form Answers and forms to apply for a fee waiver. The renter must also mail a copy of the Answer to the landlord on the same day the answer is filed.

For more detailed information about the eviction court process, including First Appearance, Stipulated Agreements, and trials, please review the handbook called "Renter's Handbook on Evictions in Court."

If you get court papers from your landlord, free legal help may be available from the Eviction Defense Project. You can call the Eviction Defense Project at 888-585-9638 and leave a message Monday-Friday from 9-1PM. Or you can fill out a web form at <https://oregonlawcenter.org/eviction-defense-project/> at any time.

If you would like to talk to an attorney about your rights, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>.

**LIST OF PRIVATE ATTORNEYS WHO REPRESENT RENTERS**

Jane L. Moisan  
971.258.1292  
[PeoplesLawProject@gmail.com](mailto:PeoplesLawProject@gmail.com)

Megan Van Kent  
503 893-5545  
[vankentlaw@gmail.com](mailto:vankentlaw@gmail.com)

David Lawrence  
503.295.3651  
[dlawrencelegal@gmail.com](mailto:dlawrencelegal@gmail.com)

Troy Pickard  
503.592.0606  
[troy@portlanddefender.com](mailto:troy@portlanddefender.com)

Scott Staab  
503.929.9262  
[skstaab@yahoo.com](mailto:skstaab@yahoo.com)

Ann Witte  
503-477-4690  
[awitteatty@gmail.com](mailto:awitteatty@gmail.com)

Harry Ainsworth  
503-417-0476  
[hainsworth03@yahoo.com](mailto:hainsworth03@yahoo.com)