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How and When to Give a Termination Notice to Tenants

1. How to issue a termination notice
 - a. Any termination notice or rent increase notice must be in writing (paper, not email)
 - b. Service of notice is permitted by:
 - i. Personal hand-to-hand delivery of notice;
 - ii. First class mail;
 1. Add three additional days to any notice period if delivered via first class mail; or
 - iii. "Post and mail" but only if:
 1. Written rental agreement specifically allows it (Multifamily NW and Oregon Rental Housing Assoc. rental agreements include the necessary language);
 2. The parties' written rental agreement includes a physical address for the landlord that is available 24/7/365 for the tenant to post its own notices for the landlord (PO Box cannot be used; many office suites cannot be accessed at night or weekends);
 3. The address of the rental property and physical address for the landlord are "reasonably located" to each other; and
 4. The right to "post and mail" is reciprocal, i.e. the tenant also has the right to "post and mail" written notices to the tenant
2. When to issue a termination notice for a month to month tenancy
 - a. Landlord can issue a written 30 day 'no cause' eviction during the first year of occupancy with a month-to-month rental agreement
 - i. 90 days if within Portland or Milwaukie
 - ii. "First year of occupancy" means the first year of any tenant's residency at a rental property with a month to month rental agreement.
 - b. Landlord can issue a written "for cause" termination notice at any time during the tenancy pursuant to:
 - i. ORS 86.782 (6)(c) – eviction of bona fide tenants after non-judicial foreclosure
 - ii. ORS 90.380 (5) – 24 hour eviction after a government agency posts a dwelling unit as unsafe and unlawful to occupy due to the existence of dangerous and unlawful conditions so long as the conditions were not caused by the landlord or by the landlord's failure to maintain the dwelling

- iii. ORS 90.392 – 30 day ‘for cause’ eviction for material breach of the rental agreement or material violation of ORS 90.325
 - iv. ORS 90.394 – 72 hour ‘for cause’ eviction for failure to pay rent
 - v. ORS 90.396 – 24 hour ‘for cause’ eviction for outrageous conduct by a tenant, such as committing certain crimes on the premises, causing substantial personal injury to someone on the premises, or intentionally inflicting substantial damage to the premises.
 - vi. ORS 90.398 – 48 hour ‘for cause’ eviction for sharing drugs or alcohol at drug and alcohol free housing
 - vii. ORS 90.405 – 10 day ‘for cause’ eviction for tenant keeping unpermitted pet
 - viii. ORS 90.440 – 24 hour ‘for cause’ eviction from a group recovery home for tenant who has used or possessed alcohol, marijuana or illegal drugs within the preceding seven days.
 - ix. ORS 90.445 – 24 hour ‘for cause’ eviction if a tenant commits domestic violence, sexual assault or stalking against a household member who is a tenant
- c. Landlord can issue a 90 day termination notice for a “qualifying landlord reason” anytime after the first year of occupancy. If doing so, the landlord must:
- i. Specify in the termination notice the reason for the termination and supporting facts allowing termination;
 - ii. State that the rental agreement will terminate on a specific date at least 90 days later; and
 - iii. Pay the tenant one month’s rent when the written termination notice is issued UNLESS the landlord has an ownership interest (i.e. sole owner or co-owner or owner of LLC that owns real property) in four or fewer residential dwelling units anywhere (not just Oregon).
- d. Landlord can issue a 60 day ‘no cause’ termination notice after the first year of occupancy (90 days in Portland or Milwaukie) if:
- i. The landlord’s primary residence is in the same building or on the same premises as the tenant
 - 1. Including a tenant in an internal or external ADU on the same premises; and
 - ii. The building or the property only has one or two dwelling units
 - 1. One house on a premises and a separate ADU on the premises are two dwelling units.
- e. Landlord can issue a 30 day ‘no cause’ termination notice after the first year of occupancy (90 days in Portland* or Milwaukie) if:
- i. Landlord has accepted an offer to purchase a dwelling unit separately from any other dwelling unit;
 - ii. The buyer is a person;
 - iii. The buyer intends in good faith to occupy the dwelling unit as the buyer’s primary residence; and
 - iv. Within 120 days after accepting the offer to purchase, the landlord provides the tenant with:
 - 1. Written notice of termination; and
 - 2. Written evidence of the offer to purchase the dwelling unit.

- v. *In Portland, a Landlord can issue 60 day notice in this situation if buyer that is required to take occupancy of the dwelling unit within 60-days of closing as condition of the buyer's federal mortgage financing.
3. When to issue a termination notice for a fixed-term tenancy
- a. During any period of a fixed term tenancy, a landlord can terminate the tenancy "for cause" as permitted by ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445 (see above).
 - b. For a fixed term tenancy of less than one year, the landlord may terminate the tenancy at its expiration without cause by giving the tenant 30 day written notice (30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later.)
 - i. 90 days in Portland or Milwaukie
 - c. For a fixed term tenancy longer than one year, the fixed term tenancy automatically becomes a month-to-month tenancy at the expiration of the fixed term, unless:
 - i. The landlord and tenant agree to a new fixed term tenancy; or
 - ii. The tenant gives written notice of termination at least 30 days before the end date for the fixed term; or
 - iii. The landlord has a "qualifying landlord reason" to issue a written 90 day termination notice.
 - d. During any period of a fixed term tenancy, a landlord can prevent a fixed term tenancy from becoming a month-to-month tenancy if:
 - i. The tenant has committed three or more violations of the rental agreement within the preceding 12-month period;
 - ii. The landlord has given the tenant a written warning notice at the time of each violation; and
 - iii. The landlord issues written notice at least 90 days before the end date for the fixed term or 90 days before the termination date in the notice, whichever is later.
 - iv. Each written warning notice must:
 - 1. Specify the violation;
 - 2. State that the landlord may terminate the tenancy at the end of the fixed term if there are three violations within a 12-month period before the end of the fixed term; and
 - 3. States that correcting the third or subsequent violation is not a defense to eviction.
 - v. The 90-day notice of termination must:
 - 1. State that the rental agreement will terminate upon the ending date for the fixed term or upon a designated date at least 90 days after delivery of the notice, whichever is later;
 - 2. Specify the reason for the termination and supporting facts; and
 - 3. Be delivered to the tenant concurrent with or after the third (or final) written warning notice.
 - e. During any period of a fixed term tenancy, a landlord may terminate a fixed term tenancy without cause by giving the tenant not less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated in

the notice for the termination of the tenancy, whichever is later (90 days in Portland or Milwaukie), if:

- i. Landlord resides in the same building or on the same premises as the tenant; and
- ii. The building or the property has one or two dwelling units

The “Qualifying Landlord Reasons” for termination are:

1. The landlord intends to demolish the dwelling unit within a reasonable time; or
2. The landlord intends convert the dwelling unit to a use other than residential use within a reasonable time; or
3. The landlord intends to undertake repairs or renovations to the dwelling unit within a reasonable time and:
 - a. The premises (i.e. dwelling unit, appurtenant structures and grounds) is currently unsafe or unfit for occupancy; or
 - b. The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations; or
4. The landlord has:
 - a. Accepted an offer to purchase the dwelling unit separately from any other dwelling unit; and
 - b. The buyer is a person who intends in good faith to occupy the dwelling unit as the person’s primary residence; and
 - c. Within 120 days after accepting the offer to purchase, the landlord provides
 - i. written notice of termination; and
 - ii. written evidence of the offer to purchase the dwelling unit;
 - d. *In Portland, a landlord can issue 60 day notice in this situation if buyer that is required to take occupancy of the dwelling unit within 60-days of closing as condition of the buyer’s federal mortgage financing; or
5. The landlord intends:
 - a. For the landlord or a member of the landlord’s immediate family to occupy the dwelling unit as a primary residence; and
 - b. The landlord does not own a comparable unit in the same building that is available for occupancy at the same time that the tenant receives notice to terminate the tenancy.
 - c. For this exception, “landlord’s immediate family” means:
 - i. An adult person related by blood, adoption, marriage or domestic partnership;
 - ii. An unmarried parent of a joint child;
 - iii. A child, grandchild, foster child, ward or guardian; or
 - iv. A child, grandchild, foster child, ward or guardian of any person listed in (1) or (2).

Qualifying landlord reason for termination based on sale of the rental property

Of particular interest to realtors is the qualifying landlord reason for termination based on sale of the rental property. An owner may issue a 90 day termination notice if:

- i. Owner has accepted an offer to purchase the dwelling unit separately from any other dwelling unit; and
- ii. Buyer is a person;
- iii. Buyer intends in good faith to occupy the dwelling unit as the person's primary residence; and
- iv. Within 120 days after accepting the offer to purchase, the Owner provides current tenant with:
 - a. 90 day written notice of termination; and
 - b. Written evidence of the offer to purchase the dwelling unit

This termination notice should specifically state that the owner, *or a successor in interest*, may file an eviction against the tenant in Court.

Some realtors are finding it advantageous to pay a tenant to vacate before the property is listed for sale. This allows the owner to thoroughly clean and refurbish the unit. It also avoids difficulties entering the property during the showing process (see below).

Entry into rental property during sale process

During the sale process, an owner is required to provide the tenant at least 24 hour "actual notice" before entry by realtor or prospective purchasers. "Actual notice" may be:

1. Verbal notice that is given personally to the tenant
2. Verbal notice left on the tenant's telephone answering device
3. Written notice that is personally delivered to the tenant
4. Written notice that sent by fax to the tenant's dwelling unit
5. Written notice that is attached to the main entrance of the tenant's dwelling unit
6. Written notice that is delivered by first class mail to the tenant (add three extra days to notice period for delivery); or
7. Any other method likely to achieve actual receipt of notice, as agreed upon in a written rental agreement (usually email or text message)

However, a landlord and tenant are also permitted to agree that the landlord (or realtor) may enter the home or premises without notice at reasonable times for the purpose of showing the premises to a prospective buyer if:

1. Landlord and tenant enter into written agreement that is executed at a time when the landlord is actively engaged in attempts to sell the premises;
2. The written agreement is separate from the rental agreement and signed by both parties; and
3. Landlord separately pays the tenant (i.e. "consideration"), which is described in the agreement.

Relocation Assistance for Portland tenancies pursuant to PCC 30.01.085

A. Termination

A Portland landlord may terminate a month-to-month tenancy for ‘no cause’ or for a “qualifying reason” only if the landlord issues a written termination notice at least 90 days before the termination date (unless a longer timeline is required by the rental agreement).

At least 45 days prior to the termination date contained in a written 90 day (or longer) termination notice, that Landlord must pay to the Tenant as “Relocation Assistance” the following:

- \$2,900 for a studio or single room occupancy dwelling unit;
- \$3,300 for a one-bedroom dwelling unit;
- \$4,200 for a two-bedroom dwelling unit; or
- \$4,500 for a three bedroom or larger dwelling unit.

The term “Tenant” can include a group of people, in which case the Relocation Assistance is paid only once to that group of people in one dwelling unit. One payment check should be drafted to all Tenants unless each Tenant provides written authority for the landlord to divide the check.

B. Rent Increases

Landlord must also pay the same Relocation Assistance if (a) the Landlord issues a 90-day written rent increase notice that increases the rent 10% or more within a rolling 12-month period and (b) within 45 days after a Tenant receives the rent increase notice, the Tenant provides written notice to the Landlord that the Tenant is terminating the rental agreement.

Landlord is required to pay Relocation Assistance to the Tenant within 31 days of when the Landlord receives the Tenant’s notice of termination.

After the Tenant receives Relocation Assistance payment, the Tenant has 6 months to either (1) issue a 30 day termination notice or (2) repay Relocation Assistance and remain in the dwelling unit subject to the increased rent.

C. Declining to renew or replace an expiring rental agreement

Landlord that declines to renew or replace an expiring fixed-term lease of less than one-year is subject to paying Relocation Assistance.

Landlord that conditions renewal or replacement of an expiring fixed-term lease on the Tenant’s agreement to pay a rent increase of 10% or more within a 12-month period subjects the Landlord to paying Relocation Assistance. A Tenant may decline to renew on these terms and provide written notice to the Landlord of the Tenant’s intent to terminate the Rental Agreement, which requires the Landlord to pay Relocation Assistance.

D. Notice to Portland of all Relocation Assistance payments

A Landlord must notify the Portland Housing Bureau of any Relocation Assistance payments to a Tenant of within 30 days of making such payments. Notice can be made online through <https://www.portlandoregon.gov/phb/76355>

E. Termination notices, rent increase notices and Relocation Assistance payment

With any Termination Notice, Rent Increase Notice or Relocation Assistance payment, a Landlord must include a description of a Tenant's rights and obligations under PCC 30.01.085 and the eligible amount of Relocation Assistance.

F. Exceptions

There is no Relocation Assistance required with a "for cause" eviction of a Tenant.

A Landlord may issue a 60 day termination notice (rather than 90 day) if a Landlord is selling a dwelling unit to a buyer that is required to take occupancy of the unit within 60-days of closing as condition of the buyer's federal mortgage financing. The Landlord must pay the Tenant the required amount of Relocation Assistance prior to the termination date.

The requirement to pay Relocation Assistance also does not apply to:

1. Rental Agreements for week-to-week tenancies;
2. Tenants that occupy the same dwelling unit as the Landlord;
3. Tenants that occupy one dwelling unit in a duplex where the Landlord's principal residence is the second dwelling unit in the same duplex;
4. Tenants that occupy an Accessory dwelling unit (ADU) in the City of Portland so long as the owner of the ADU lives on the site;
5. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years;
6. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence due to active duty military service;
7. A dwelling unit where the Landlord is terminating the rental agreement in order for an immediate family member to occupy the dwelling unit;
8. Dwelling Unit regulated or certified as affordable housing by a federal, state or local government is exempt from paying Relocation Assistance for a Rent increase of 10 percent or more within a rolling 12-month period:
 - a. So long as such increase does not increase a Tenant's portion of the Rent payment by 10 percent or more within a rolling 12-month period; or
 - b. In Lease Agreements where the Rent or eligibility is periodically calculated based on the Tenant's income or other program eligibility requirements and a Rent increase is necessary due to program eligibility requirements or a change in the Tenant's income.
9. A dwelling unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

10. A dwelling unit rendered uninhabitable not due to the action or inaction of a Landlord or Tenant;
11. A dwelling unit rented for less than 6 months with appropriate verification of the submission of a demolition permit prior to the Tenant renting the dwelling unit.
12. A dwelling unit where the Landlord has provided a fixed term tenancy and notified the Tenant prior to occupancy, of the Landlord's intent to sell or permanently convert the dwelling unit to a use other than as a dwelling unit subject to the Oregon Residential Landlord Tenant Act.

A Landlord must complete and submit a required Relocation Exemption Application to Portland Housing Bureau (PHB) in order to receive an exemption from paying Relocation Assistance. Exemption forms can be completed online through <https://www.portlandoregon.gov/phb/76351>. Relocation Assistance does not apply to the exceptions above so long as the Landlord has submitted a required exemption application form to PHB and received an exemption acknowledgement letter from PHB, a copy of which must be provided to the Tenant.

G. Payment of one month rent under SB 608 and Portland's Relocation Assistance

If a landlord is paying relocation assistance required by SB 608 and Relocation Assistance required by PCC 30.01.085 to the tenant for the same termination notice, the Relocation Assistance required by Section 30.01.085 may be reduced by the relocation assistance required by SB 608 if both payments are paid at the same time and as a single payment.

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