

Oregon

Landlord - Tenant Laws Complete Guide



Oregon Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

Table of Contents

1. Security Deposit
2. Lease, Rent & Fees
3. Notices and Entry

Introduction

This comprehensive guide provides a complete overview of Oregon's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Oregon.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: There is no maximum, but see statute for provisions.

Legal Statute:

(1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than

the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or
- (b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

ORS 90.300

Amended by 2023 Ch. 296, § 4, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 51, eff. 1/1/2020.

Amended by 2015 Ch. 217, § 16, eff. 91st day after sine die, op. 1/1/2016.

Amended by 2013 Ch. 294, § 7, eff. 1/1/2014.

Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c. 658, § 3; 2005 c. 391, § 3; 2007 c. 496, § 7; 2007 c. 906, § 37; 2009 c. 431, § 12; 2010 c. 28, § 5; 2011 c. 42, § 4; 2011 c. 510, § 5

Security Deposit Interest:

What This Means: No statute.

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: Non-refundable fees are prohibited.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under

subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or
- (b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

ORS 90.300

Amended by 2023 Ch. 296, § 4, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 51, eff. 1/1/2020.

Amended by 2015 Ch. 217, § 16, eff. 91st day after sine die, op. 1/1/2016.

Amended by 2013 Ch. 294, § 7, eff. 1/1/2014.

Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c. 658, § 3; 2005 c. 391, § 3; 2007 c. 496, § 7; 2007 c. 906, § 37; 2009 c. 431, § 12; 2010 c. 28, § 5; 2011 c. 42, § 4; 2011 c. 510, § 5

Pet Deposits and Additional Fees:

What This Means: Landlords are allowed to charge a pet deposit, but not permitted to charge a tenant for a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, \"security deposit\" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or

(b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit

Deadline for Returning Security Deposit:

What This Means: Security deposit must be returned within 31 days from the termination of tenancy.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the

rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

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(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

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(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

- (a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;
- (b) When the landlord and tenant agree to terminate the tenancy; or
- (c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;

(c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or

(d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

(a) Withheld without a written accounting under subsection (12) of this section; or

(b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

ORS 90.300

Amended by 2023 Ch. 296, § 4, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 51, eff. 1/1/2020.

Amended by 2015 Ch. 217, § 16, eff. 91st day after sine die, op. 1/1/2016.

Amended by 2013 Ch. 294, § 7, eff. 1/1/2014.

Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c. 658, § 3; 2005 c. 391, § 3; 2007 c. 496, § 7; 2007 c. 906, § 37; 2009 c. 431, § 12; 2010 c. 28, § 5; 2011 c. 42, § 4; 2011 c. 510, § 5

Security Deposit: Written Description/Itemized List of Damages and Charges

What This Means: Required.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or

any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or
- (b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the

garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

ORS 90.300

Amended by 2023 Ch. 296, § 4, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 51, eff. 1/1/2020.

Amended by 2015 Ch. 217, § 16, eff. 91st day after sine die, op. 1/1/2016.

Amended by 2013 Ch. 294, § 7, eff. 1/1/2014.

Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c. 658, § 3; 2005 c. 391, § 3; 2007 c. 496, § 7; 2007 c. 906, § 37; 2009 c. 431, § 12; 2010 c. 28, § 5; 2011 c. 42, § 4; 2011 c. 510, § 5

Receipt of Security Deposit:

What This Means: Landlords must provide tenants with a receipt for any security deposit(s) paid.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or
- (b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

ORS 90.300

Amended by 2023 Ch. 296, § 4, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 51, eff. 1/1/2020.

Amended by 2015 Ch. 217, § 16, eff. 91st day after sine die, op. 1/1/2016.

Amended by 2013 Ch. 294, § 7, eff. 1/1/2014.

Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c. 658, § 3; 2005 c. 391, § 3; 2007 c. 496, § 7; 2007 c. 906, § 37; 2009 c. 431, § 12; 2010 c. 28, § 5; 2011 c. 42, § 4; 2011 c. 510, § 5

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: Tenants may recover the money due in an amount equal to twice the amount if the landlord fails to return all or any portion of prepaid rent.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

- (a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;
- (b) When the landlord and tenant agree to terminate the tenancy; or
- (c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or
- (b) Withheld in bad faith.

(17)

(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

ORS 90.300

Amended by 2023 Ch. 296, § 4, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 51, eff. 1/1/2020.

Amended by 2015 Ch. 217, § 16, eff. 91st day after sine die, op. 1/1/2016.

Amended by 2013 Ch. 294, § 7, eff. 1/1/2014.

Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c. 658, § 3; 2005 c. 391, § 3; 2007 c. 496, § 7; 2007 c. 906, § 37; 2009 c. 431, § 12; 2010 c. 28, § 5; 2011 c. 42, § 4; 2011 c. 510, § 5

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Rent is payable without demand or notice at the time and place agreed upon by the parties in the rental agreement.



Legal Statute:

- (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- (2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally amended by the landlord or tenant.
- (3) The landlord shall provide the tenant with a copy of any written rental agreement and all amendments and additions thereto.
- (4) Except as provided in this subsection, the rental agreement must include a disclosure of the smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined in ORS 90.100.
- (5) Notwithstanding ORS 90.245(1), the parties to a rental agreement to which ORS 90.100 to 90.465 apply may include in the rental agreement a provision for informal dispute resolution.
- (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.
- (7) Except as otherwise provided by this chapter:
 - (a) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly or weekly installments at the beginning of each month or week, depending on whether the tenancy is month-to-month or week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent increases must comply with the provisions of ORS 90.323.
 - (b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-to-month tenancy.
- (8) Except as provided by ORS 90.427(11), a tenant is responsible for payment of rent until the earlier of:
 - (a) The date that a notice terminating the tenancy expires;
 - (b) The date that the tenancy terminates by its own terms;
 - (c) The date that the tenancy terminates by surrender;
 - (d) The date that the tenancy terminates as a result of the landlord failing to use reasonable efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410(3);

- (e) The date when a new tenancy with a new tenant begins;
- (f) Thirty days after delivery of possession without prior notice of termination of a month-to-month tenancy; or
- (g) Ten days after delivery of possession without prior notice of termination of a week-to-week tenancy.

(9)

(a) Notwithstanding a provision in a rental agreement regarding the order of application of tenant payments, a landlord shall apply tenant payments in the following order:

(A) Outstanding rent from prior rental periods;

(B) Rent for the current rental period;

(C) Utility or service charges;

(D) Late rent payment charges; and

(E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the tenant.

(b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850.

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: Landlords must give 30-days written notice for month-to-month leases and at least 7-days written notice for week-to-week leases.

Legal Statute:

(1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent without giving the tenant written notice at least seven days prior to the effective date of the rent increase.

- (2) During any tenancy other than week-to-week, the landlord may not increase the rent:
- (a) During the first year after the tenancy begins.
 - (b) At any time after the first year of the tenancy without giving the tenant written notice at least 90 days prior to the effective date of the rent increase.
 - (c) More than once in any 12-month period.
 - (d) Except as permitted under subsection (5) of this section, by a percentage greater than the maximum calculated under ORS 90.324 (1).
- (3) The notices required under this section must specify:
- (a) The amount of the rent increase;
 - (b) The amount of the new rent;
 - (c) Facts supporting the exemption authorized by subsection (5) of this section, if the increase is above the amount allowed in subsection (2)(d) of this section; and
 - (d) The date on which the increase becomes effective.
- (4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may not charge rent for the next tenancy in an amount greater than the maximum amount the landlord could have charged the terminated tenancy under this section.
- (5) A landlord is not subject to subsection (2)(d) or (4) of this section if:
- (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or
 - (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:
 - (A) Does not increase the tenant's portion of the rent; or
 - (B) Is required by program eligibility requirements or by a change in the tenant's income.
- (6) A landlord that increases rent in violation of subsection (2)(d) or (4) of this section is liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.
- (7) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

ORS 90.323

Amended by 2023 Ch. 226, § 4, eff. 7/6/2023.

Amended by 2021 Ch. 252, § 1, eff. 1/1/2022.

Amended by 2019 Ch. 1, § 2, eff. 2/28/2019.

Late Fees:

What This Means: Late fees are allowed if documented in the lease. See statute for stipulations.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.260 - Late rent payment charge or fee; restrictions; calculation

(1) A landlord may impose a late charge or fee, however designated, only if:

(a) The rent payment is not received by the fourth day of the weekly or monthly rental period for which rent is payable; and

(b) There exists a written rental agreement that specifies:

(A) The tenant's obligation to pay a late charge on delinquent rent payments;

(B) The type and amount of the late charge, as described in subsection (2) of this section; and

(C) The date on which rent payments are due and the date or day on which late charges become due.

(2) The amount of any late charge may not exceed:

(a) A reasonable flat amount, charged once per rental period. "Reasonable amount" means the customary amount charged by landlords for that rental market;

(b) A reasonable amount, charged on a per-day basis, beginning on the fifth day of the rental period for which rent is delinquent. This daily charge may accrue every day thereafter until the rent, not including any late charge, is paid in full, through that rental period only. The per-day charge may not exceed six percent of the amount described in paragraph (a) of this subsection; or

(c) Five percent of the periodic rent payment amount, charged once for each succeeding five-day period, or portion thereof, for which the rent payment is delinquent, beginning on the

fifth day of that rental period and continuing and accumulating until that rent payment, not including any late charge, is paid in full, through that rental period only.

(3) In periodic tenancies, a landlord may change the type or amount of late charge by giving 30 days' written notice to the tenant.

(4) A landlord may not deduct a previously imposed late charge from a current or subsequent rental period rent payment, thereby making that rent payment delinquent for imposition of a new or additional late charge or for termination of the tenancy for nonpayment under ORS 90.394.

(5) A landlord may charge simple interest on an unpaid late charge at the rate allowed for judgments pursuant to ORS 82.010(2) and accruing from the date the late charge is imposed.

(6) Nonpayment of a late charge alone is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.392 or 90.630(1). A landlord may note the imposition of a late charge on a nonpayment of rent termination notice under ORS 90.394, so long as the notice states or otherwise makes clear that the tenant may cure the nonpayment notice by paying only the delinquent rent, not including any late charge, within the allotted time.

(7) A late charge includes an increase or decrease in the regularly charged periodic rent payment imposed because a tenant does or does not pay that rent by a certain date.

ORS 90.260

1989 c.506 §15; 1995 c.559 §8; 1997 c.249 §30; 1997 c.577 §9a; 1999 c.603 §12; 2005 c. 391, § 16; 2007 c. 906, § 32a

Application Fees:

What This Means: Landlords may require screening application fees solely to cover the costs of obtaining information about an applicant. They can only charge a single applicant once within any 60-day period, regardless of how many applications submitted.

Legal Statute:

(1)

(a) A landlord may require payment of an applicant screening charge solely to cover the costs of obtaining information about an applicant as the landlord processes the application for a rental agreement. This activity is known as screening and includes but is not limited to checking references and obtaining a consumer credit report or tenant screening report. The landlord must provide the applicant with a receipt for any applicant screening charge. Promptly after each screening conducted by a tenant screening company or consumer credit reporting agency for

the landlord, the landlord shall provide the applicant with confirmation of the screening, including a copy of a receipt from the company or agency.

(b) A landlord may only require an applicant to pay a single applicant screening charge within any 60-day period, regardless of the number of rental units owned or managed by the landlord for which the applicant has applied to rent.

(2) The amount of any applicant screening charge must not be greater than the landlord's average actual cost of screening applicants or the customary amount charged by tenant screening companies or consumer credit reporting agencies for a comparable level of screening. Actual costs may include the cost of using a tenant screening company or a consumer credit reporting agency and the reasonable value of any time spent by the landlord or the landlord's agents in otherwise obtaining information on applicants.

(3) A landlord may not require payment of an applicant screening charge unless prior to accepting the payment the landlord:

(a) Adopts written screening or admission criteria;

(b) Gives written notice to the applicant of:

(A) The amount of the applicant screening charge;

(B) The landlord's screening or admission criteria;

(C) The process that the landlord typically will follow in screening the applicant, including whether the landlord uses a tenant screening company, credit reports, public records or criminal records or contacts employers, landlords or other references;

(D) The applicant's rights to dispute the accuracy of any information provided to the landlord by a screening company or credit reporting agency;

(E) A right to appeal a negative determination, if any right to appeal exists;

(F) Any nondiscrimination policy as required by federal, state or local law plus any nondiscrimination policy of the landlord, including that a landlord may not discriminate against an applicant because of the race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status or source of income of the applicant;

(G) The amount of rent the landlord will charge and the deposits the landlord will require, subject to change in the rent or deposits by agreement of the landlord and the tenant before entering into a rental agreement;

(H) Whether the landlord requires tenants to obtain and maintain renter's liability insurance and, if so, the amount of insurance required; and

(l) The applicant's right to a refund of the screening charge under subsection (5) of this section and right to recover damages under subsection (6)(b) of this section; and

(c) Gives actual notice to the applicant of an estimate, made to the best of the landlord's ability at that time, of the approximate number of rental units of the type, and in the area, sought by the applicant that are, or within a reasonable future time will be, available to rent from that landlord. The estimate shall include the approximate number of applications previously accepted and remaining under consideration for those units. A good faith error by a landlord in making an estimate under this paragraph does not provide grounds for a claim under subsection (6)(b) of this section.

(4) Unless the applicant agrees otherwise in writing, a landlord may not require payment of an applicant screening charge when the landlord knows or should know that no rental units are available at that time or will be available within a reasonable future time.

(5) A landlord that requires an applicant screening charge must refund the applicant screening charge to the applicant within 30 days if the landlord:

(a) Fills the vacant dwelling unit before screening the applicant; or

(b) Has not conducted or ordered any screening of the applicant before the applicant withdraws the application in writing.

(6)

(a) An applicant may not recover an applicant screening charge from the landlord if the applicant refuses an offer from the landlord to rent the dwelling unit.

(b) The applicant may recover from the landlord twice the amount of any applicant screening charge paid, plus \$250, if:

(A) The landlord fails to comply with this section with respect to the applicant's screening or screening charge; or

(B) The landlord does not conduct a screening of the applicant for any reason and fails to refund an applicant screening charge to the applicant within 30 days.

ORS 90.295

Amended by 2023 Ch. 319, § 1, eff. 1/1/2024.

Amended by 2021 Ch. 577, § 1, eff. 1/1/2022.

Amended by 2019 Ch. 251, § 1, eff. 1/1/2020.

Amended by 2013 Ch. 294, § 6, eff. 1/1/2014.

Prepaid Rent:

What This Means: Prepaid rent is allowable. If the \"last month's rent\" is prepaid, it must be used for the last month of tenancy under a lease agreement.

Legal Statute:

Section 90.300 - Security deposits; prepaid rent

(1) As used in this section, \"security deposit\" includes any last month's rent deposit.

(2)

(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)

(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)

(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed after the tenancy begins and the tenant has occupied the premises, the landlord may return any amount due under this subsection electronically to a bank account or other financial institution designated by the tenant.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail or, if allowed under ORS 90.155(1)(d), by electronic mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

(a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);

- (b) Removal of the manufactured dwelling or floating home from the rented space;
 - (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675(10)(b); or
 - (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675(10)(a).
- (16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:
- (a) Withheld without a written accounting under subsection (12) of this section; or
 - (b) Withheld in bad faith.
- (17)
- (a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.
 - (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618(1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.
- (18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

Returned Check Fees:

What This Means: The amount of the fee may not exceed \$35.00 plus any amount that a bank has charged the landlord for the attempt to process the dishonored check.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.302 - Fees allowed for certain landlord expenses; accounting not required; fees for noncompliance with written rules; tenant remedies

(1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord expense and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement.

(2) A landlord may charge a tenant a fee for each occurrence of the following:

(a) A late rent payment, pursuant to ORS 90.260.

(b) A dishonored check, pursuant to ORS 30.701(5). The amount of the fee may not exceed the amount described in ORS 30.701(5) plus any amount that a bank has charged the landlord for processing the dishonored check.

(c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm, as provided in ORS 90.325(2). The landlord may charge a fee of up to \$250 unless the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or under ORS 105.836 to 105.842 and 476.725.

(d) The violation of a written pet agreement or of a rule relating to pets in a facility, pursuant to ORS 90.530.

(e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453(2), 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

(A) The landlord may not recover unpaid rent for any period of the fixed term tenancy beyond the date that the landlord knew or reasonably should have known of the abandonment or relinquishment;

(B) The landlord may not recover damages related to the cost of renting the dwelling unit to a new tenant; and

(C) ORS 90.410(3) does not apply to the abandonment or relinquishment.

(3)

(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice described in subparagraph (A) of this paragraph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50 for the second noncompliance within one year after the warning notice for the same or a similar noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. The landlord:

(A) Shall give a tenant a written warning notice that describes:

(i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for the same or similar conduct; and

(ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance, that occurs within one year after the warning notice.

(B) Shall give a tenant a written notice describing the noncompliance when assessing a fee for a second or subsequent noncompliance that occurs within one year after the warning notice.

(C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent noncompliance within 30 days after the act constituting noncompliance.

(D) May terminate a tenancy for a noncompliance consistent with this chapter instead of assessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same noncompliance.

(E) May not deduct a fee assessed pursuant to this subsection from a rent payment for the current or a subsequent rental period.

(b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

(A) The late payment of a utility or service charge that the tenant owes the landlord as described in ORS 90.315.

(B) Failure to clean up pet waste from a part of the premises other than the dwelling unit.

(C) Failure to clean up the waste of a service animal or a companion animal from a part of the premises other than the dwelling unit.

(D) Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit.

(E) Parking violations.

(F) The improper use of vehicles within the premises.

(G) Smoking in a clearly designated nonsmoking unit or area of the premises. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord may not assess this fee before 24 hours after the required warning notice to the tenant.

(H) Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord may not assess this fee before 48 hours after the required warning notice to the tenant.

(4) A landlord may not be required to account for or return to the tenant any fee.

(5) Except as provided in subsection (2)(e) of this section, a landlord may not charge a tenant any form of liquidated damages, however designated.

(6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.392 or 90.630(1).

(7) This section does not apply to:

(a) Attorney fees awarded pursuant to ORS 90.255;

(b) Applicant screening charges paid pursuant to ORS 90.295;

(c) Charges for improvements or other actions that are requested by the tenant and are not required of the landlord by the rental agreement or by law, including the cost to replace a key lost by a tenant;

(d) Processing fees charged to the landlord by a credit card company and passed through to the tenant for the use of a credit card by the tenant to make a payment when:

(A) The credit card company allows processing fees to be passed through to the credit card holder; and

(B) The landlord allows the tenant to pay in cash or by check;

(e) A requirement by a landlord in a written rental agreement that a tenant obtain and maintain renter's liability insurance pursuant to ORS 90.222; or

(f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit that is within a homeowners association organized under ORS 94.625 or an association of unit owners organized under ORS 100.405, respectively, if:

(A) The assessments are imposed by the association on a landlord who owns a dwelling unit within the association and the landlord passes the assessments through to a tenant of the unit;

(B) The assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association;

(C) The landlord sets forth the assessment requirement in the written rental agreement at the commencement of the tenancy; and

(D) The landlord gives a copy of the assessment the landlord receives from the association to the tenant before or at the time the landlord charges the tenant.

(8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees described in subsection (2) of this section.

(9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to the tenant, except that a marina landlord may not impose a noncompliance fee for parking under subsection (3)(b)(E) of this section.

ORS 90.302

Amended by 2019 Ch. 625, § 37, eff. 1/1/2020.

Amended by 2016 Ch. 53, § 4, eff. 3/15/2016.

Amended by 2015 Ch. 388, § 3, eff. 1/1/2016.

Amended by 2013 Ch. 294, § 8, eff. 1/1/2014.

1995 c.559 §13; 1997 c.577 §14; 1999 c.307 §19; 1999 c.603 §16; 2005 c. 391, § 18; 2009 c. 431, § 13; 2009 c. 591, § 11

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: If a landlord negligently or intelligently fails to provide essential services, the tenant is permitted to give written notice specifying the breach in the lease agreement and can seek substitute services, reduction in rent, or substitute housing until rectified.

Legal Statute:

(1) If contrary to the rental agreement or ORS 90.320 or 90.730 the landlord intentionally or negligently fails to supply any essential service, the tenant may give written notice to the landlord specifying the breach and that the tenant may seek substitute services, diminution in rent damages or substitute housing. After allowing the landlord a reasonable time and reasonable access under the circumstances to supply the essential service, the tenant may:

(a) Procure reasonable amounts of the essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

(b) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or

(c) If the failure to supply an essential service makes the dwelling unit unsafe or unfit to occupy, procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. In addition, the tenant may recover as damages from the landlord the actual and reasonable cost or fair and reasonable value of comparable substitute housing in excess of the rent for the dwelling unit. For purposes of this paragraph, substitute housing is comparable if it is of a quality that is similar to or less than the quality of the dwelling unit with regard to basic elements including cooking and refrigeration services and, if warranted, upon consideration of factors such as location in the same area as the dwelling unit, the availability of substitute housing in the area and the expense relative to the range of choices for substitute housing in the area. A tenant may choose substitute housing of relatively greater quality, but the tenant's damages shall be limited to the cost or value of comparable substitute housing.

(2) If contrary to the rental agreement or ORS 90.320 or 90.730 the landlord fails to supply any essential service, the lack of which poses an imminent and serious threat to the tenant's health, safety or property, the tenant may give written notice to the landlord specifying the breach and that the rental agreement shall terminate in not less than 48 hours unless the breach is remedied within that period. If the landlord adequately remedies the breach before the end of the notice period, the rental agreement shall not terminate by reason of the breach. As used in this subsection, "imminent and serious threat to the tenant's health, safety or property" shall not include the presence of radon, asbestos or lead-based paint or the future risk of flooding or seismic hazard, as defined by ORS 455.447.

(3) For purposes of subsection (1) of this section, a landlord shall not be considered to be intentionally or negligently failing to supply an essential service if:

- (a) The landlord substantially supplies the essential service; or
- (b) The landlord is making a reasonable and good faith effort to supply the essential service and the failure is due to conditions beyond the landlord's control.
- (4) This section does not require a landlord to supply a cooking appliance or a refrigerator if the landlord did not supply or agree to supply a cooking appliance or refrigerator to the tenant.
- (5) If the tenant proceeds under this section, the tenant may not proceed under ORS 90.360(1) as to that breach.
- (6) Rights of the tenant under this section do not arise if the condition was caused by the deliberate or negligent act or omission of the tenant or a person on the premises with the tenant's consent.
- (7) Service or delivery of actual or written notice shall be as provided by ORS 90.150 and 90.155, including the addition of three days to the notice period if written notice is delivered by first class mail.
- (8) Any provisions of this section that reasonably apply only to a structure that is used as a home, residence or sleeping place does not apply to a manufactured dwelling, recreational vehicle or floating home if the tenant owns the manufactured dwelling, recreational vehicle or floating home and rents the space.

ORS 90.365

Formerly 91.805; 1995 c.559 §21; 1997 c.577 §20; 1999 c.603 §22; 1999 c.676 §14; 2007 c. 508, § 8

Tenant Allowed to Repair and Deduct Rent:

What This Means: If the landlord fails to repair a minor habitability defect (see statute for definition), the tenant may complete the repair of the defect and deduct the actual and reasonable cost of the repair work from the rent payment, not to exceed \$300.

Legal Statute:

(1) As used in this section, \"minor habitability defect\":

- (a) Means a defect that may reasonably be repaired for not more than \$300, such as the repair of leaky plumbing, stopped up toilets or faulty light switches.
- (b) Does not mean the presence of mold, radon, asbestos or lead-based paint.

(2) If, contrary to ORS 90.320, the landlord fails to repair a minor habitability defect, the tenant may cause the repair of the defect and deduct from the tenant's subsequent rent obligation the actual and reasonable cost of the repair work, not to exceed \$300.

(3)

(a) Prior to causing a repair under subsection (2) of this section, the tenant shall give the landlord written notice:

(A) Describing the minor habitability defect; and

(B) Stating the tenant's intention to cause the repair of the defect and deduct the cost of the repair from a subsequent rent obligation if the landlord fails to make the repair by a specified date.

(b) The specified date for repair contained in a written notice given to a landlord under this subsection must be at least seven days after the date the notice is given to the landlord.

(c) If the landlord fails to make the repair by the specified date, the tenant may use the remedy provided by subsection (2) of this section.

(d) Service or delivery of the required written notice shall be made as provided under ORS 90.155.

(4)

(a) Any repair work performed under this section must be performed in a workmanlike manner and be in compliance with state statutes, local ordinances and the state building code.

(b) The landlord may specify the people to perform the repair work if the landlord's specifications are reasonable and do not diminish the tenant's rights under this section.

(c) The tenant may not perform work to repair the defect.

(d) To deduct the repair cost from the rent, the tenant must provide to the landlord a written statement, prepared by the person who made the repair, showing the actual cost of the repair.

(5) A tenant may not cause the repair of a defect under this section if:

(a) Within the time specified in the notice, the landlord substantially repairs the defect;

(b) After the time specified in the notice, but before the tenant causes the repair to be made, the landlord substantially repairs the defect;

(c) The tenant has prevented the landlord from making the repair;

(d) The defect was caused by a deliberate or negligent act or omission of the tenant or of a person on the premises with the tenant's consent;

(e) The tenant knew of the defect for more than six months before giving notice under this section; or

(f) The tenant has previously used the remedy provided by this section for the same occurrence of the defect.

(6) If the tenant proceeds under this section, the tenant may not proceed under ORS 90.360(1) as to that breach, but may use any other available remedy in addition to the remedy provided by this section.

ORS 90.368

2007 c. 508, § 2

Self-Help Evictions:

What This Means: Self-help evictions are illegal.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes, the prevailing party from any judgement is eligible to recover damages due to court costs and attorney fees.

Legal Statute:

In any action on a rental agreement or arising under this chapter, reasonable attorney fees at trial and on appeal may be awarded to the prevailing party together with costs and necessary disbursements, notwithstanding any agreement to the contrary. As used in this section, \"prevailing party\" means the party in whose favor final judgment is rendered.

ORS 90.255

Formerly 91.755

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: If the tenant abandons the dwelling unit for a reasonable amount of time, the landlord shall make reasonable efforts to rent it for a fair market rate.

Legal Statute:

(1) If the rental agreement requires the tenant to give actual notice to the landlord of an anticipated extended absence in excess of seven days as permitted by ORS 90.340 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(2) During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary.

(3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it for a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord knows or should know of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be.

ORS 90.410

Formerly 91.825; 1993 c.369 §13; 1995 c.559 §29; 1999 c.603 §26

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: Notice must be given in writing no less than 60 days prior to lease termination.

Legal Statute:

One who enters into the possession of real estate with the consent of the owner, and no certain time is mentioned, but an annual rent is reserved, is considered a tenant from year to year. A notice to terminate a tenancy from year to year is sufficient if it is given 60 days prior to the expiration of the period for which, by the terms of the lease and holding, rents are to be paid.

ORS 91.060

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: Notice must be given in writing no less than 30 days prior to lease termination.

Legal Statute:

One who holds the lands or tenements of another, under the demise of the other, and no certain time has been mentioned, but a monthly rental has been reserved, is considered a tenant from month to month. Except as otherwise provided by statute or agreement, such tenancy may only be terminated by either the landlord or tenant giving the other, at any time during the tenancy, not less than 30 days' notice in writing prior to the date designated in the notice for the termination of the tenancy. The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy and holding, rents are to be paid.

ORS 91.070

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: Landlords are required to provide written notice of intent to terminate the rental agreement due to nonpayment and give the tenant at least 72 hours to remedy the nonpayment of rent. The notice must be presented no sooner than on the fifth day of the rental period, including the first day the rent is due.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.394 - Termination of tenancy for failure to pay rent

The landlord may terminate the rental agreement for nonpayment of rent and take possession as provided in ORS 105.100 to 105.168, as follows:

(1) When the tenancy is a week-to-week tenancy, by delivering to the tenant at least 72 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(2) For all tenancies other than week-to-week tenancies, by delivering to the tenant:

(a) At least 10 days' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the eighth day of the rental period, including the first day the rent is due; or

(b) At least 13 days' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(3) The notice described in this section must also specify the amount of rent that must be paid and the date and time by which the tenant must pay the rent to cure the nonpayment of rent.

(4) Payment by a tenant who has received a notice under this section is timely if mailed to the landlord within the period of the notice unless:

(a) The notice is served on the tenant:

(A) By personal delivery as provided in ORS 90.155 (1)(a);

(B) By first class mail and attachment as provided in ORS 90.155 (1)(c); or

(C) By first class mail and electronic mail as provided in ORS 90.155 (5);

(b) A written rental agreement and the notice expressly state that payment is to be made at a specified location that is either on the premises or at a place where the tenant has made all previous rent payments in person; and

(c) The place so specified is available to the tenant for payment throughout the period of the notice.

ORS 90.394

Amended by 2023 Ch. 296, § 5, eff. 1/1/2024.

Amended by 2023 Ch. 13, § 58, eff. 3/29/2023.

Amended by 2020SP3 Ch. 3, § 19, eff. 12/23/2020, op. 7/1/2021.

Amended by 2020SP3 Ch. 3, § 10, eff. 12/23/2020, op. 1/1/2021.

2005 c. 391, § 8

Notice to Terminate Lease due to Sale of Property:

What This Means: If a landlord sells an occupied rental unit, the landlord must give the current tenant 30 days' written notice if the tenant has a month-to-month lease. If the tenant has lived in the rental unit for more than one year, the landlord must give 60 days' written notice. See statute for specific requirements.

Legal Statute:

Current through 2024 Regular Session legislation effective June 6, 2024

Section 90.427 - Termination of tenancy without tenant cause; effect of termination notice

(1) As used in this section:

(a) "First year of occupancy" includes all periods in which any of the tenants has resided in the dwelling unit for one year or less.

(b) "Immediate family" means:

(A) An adult person related by blood, adoption, marriage or domestic partnership, as defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;

(B) An unmarried parent of a joint child;

(C) A child, grandchild, foster child, ward or guardian; or

(D) A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A) or (B) of this paragraph.

(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy by a written notice given to the other at least 10 days before the termination date specified in the notice.

(3) If a tenancy is a month-to-month tenancy:

(a) At any time during the tenancy, the tenant may terminate the tenancy by giving the landlord notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy.

(b) At any time during the first year of occupancy, the landlord may terminate the tenancy by giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy.

(c) Except as provided in subsection (8) of this section, at any time after the first year of occupancy, the landlord may terminate the tenancy only:

(A) For a tenant cause and with notice in writing as specified in ORS 86.782(6)(c), 90.380(5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

(B) For a qualifying landlord reason for termination and with notice in writing as described in subsections (5) and (6) of this section.

(4) If the tenancy is a fixed term tenancy:

(a) The landlord may terminate the tenancy during the fixed term only for cause and with notice as described in ORS 86.782(6)(c), 90.380(5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

(b) If the specified ending date for the fixed term falls within the first year of occupancy, the landlord may terminate the tenancy without cause by giving the tenant notice in writing 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.

(c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month tenancy upon the expiration of the fixed term, unless:

(A) The landlord and tenant agree to a new fixed term tenancy;

(B) The tenant gives notice in writing not less than 30 days prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later; or

(C) The landlord has a qualifying reason for termination and gives notice as specified in subsections (5) to (7) of this section.

(5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this section at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under subsection (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior to the date designated in the notice for the termination of the month-to-month tenancy or the specified ending date for the fixed term, whichever is later, if:

(a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use other than residential use within a reasonable time;

(b) The landlord intends to undertake repairs or renovations to the dwelling unit within a reasonable time and:

(A) The premises is unsafe or unfit for occupancy; or

(B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;

(c) The landlord intends for the landlord or a member of the landlord's immediate family to occupy the dwelling unit as a primary residence and 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; or

(d) The landlord has:

(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's primary residence; and

(B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.

(6)

(a) A landlord that terminates a tenancy under subsection (5) of this section shall:

(A) Specify in the termination notice the reason for the termination and supporting facts;

(B) State that the rental agreement will terminate upon a designated date not less than 90 days after delivery of the notice; and

(C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the tenant an amount equal to one month's periodic rent.

(b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has an ownership interest in four or fewer residential dwelling units subject to this chapter.

(7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the specified ending date for the fixed term or 90 days prior to the date designated in the notice for the termination of the tenancy, whichever is later, and:

(a) The tenant has committed three or more violations of the rental agreement within the preceding 12-month period and the landlord has given the tenant a written warning notice at the time of each violation;

(b) Each written warning notice:

(A) Specifies the violation;

(B) States that the landlord may choose to terminate the tenancy at the end of the fixed term if there are three violations within a 12-month period preceding the end of the fixed term; and

(C) States that correcting the third or subsequent violation is not a defense to termination under this subsection; and

(c) The 90-day notice of termination:

(A) States that the rental agreement will terminate upon the specified ending date for the fixed term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;

(B) Specifies the reason for the termination and supporting facts; and

(C) Is delivered to the tenant concurrent with or after the third or subsequent written warning notice.

(8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on the same property as the landlord's primary residence, and the building or the property contains not more than two dwelling units, the landlord may terminate the tenancy at any time after the first year of occupancy:

(a) For a month-to-month tenancy:

(A) For cause and with notice as described in ORS 86.782(6)(c), 90.380(5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445;

(B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy; or

(C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy if:

(i) The dwelling unit is purchased separately from any other dwelling unit;

(ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's primary residence; and

(iii) The landlord has provided the notice, and written evidence of the offer to purchase the dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.

(b) For a fixed term tenancy:

(A) During the term of the tenancy, only for cause and with notice as described in

ORS 86.782(6)(c), 90.380(5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

(B) At any time during the fixed term, without cause by giving the tenant notice in writing 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.

(9)

(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or

(7) of this section:

(A) The landlord shall be liable to the tenant in an amount equal to three months' rent in addition to actual damages sustained by the tenant as a result of the tenancy termination; and

(B) The tenant has a defense to an action for possession by the landlord.

(b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant commences an action asserting the claim within one year after the tenant knew or should have known that the landlord terminated the tenancy in violation of this section.

(10) The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(11) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, the landlord may recover from the tenant any actual damages resulting from the tenant holding over, including the value of any rent accruing from the expiration or termination of the rental agreement until the landlord knows or should know that the tenant has relinquished

possession to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220(7) applies.

(12)

(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section need not state a reason for the termination.

(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a notice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section an explanation of the reason for the termination without having to prove the reason. An explanation does not give the person receiving the notice of termination a right to cure the reason if the notice states that:

(A) The notice is given without stated cause;

(B) The recipient of the notice does not have a right to cure the reason for the termination; and

(C) The person giving the notice need not prove the reason for the termination in a court action.

(13) Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to

ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.
ORS 90.427

Amended by 2019 Ch. 641, § 5, eff. 8/8/2019.

Amended by 2019 Ch. 1, § 1, eff. 2/28/2019.

Formerly 90.900; 1999 c.603 §29; 1999 c.676 §17; 2003 c. 378, § 15; 2009 c. 127, § 4; 2009 c. 431, § 1; 2011 c. 42, § 14

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: For week-to-week tenancies, 72 hours' written notice must be given to remedy the nonpayment. For all other leases, see statute for requirements.

Legal Statute:

Section 90.394 - Termination of tenancy for failure to pay rent

The landlord may terminate the rental agreement for nonpayment of rent and take possession as provided in ORS 105.100 to 105.168, as follows:

(1) When the tenancy is a week-to-week tenancy, by delivering to the tenant at least 72 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(2) For all tenancies other than week-to-week tenancies, by delivering to the tenant:

(a) At least 10 days' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the eighth day of the rental period, including the first day the rent is due; or

(b) At least 13 days' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(3) The notice described in this section must also specify the amount of rent that must be paid and the date and time by which the tenant must pay the rent to cure the nonpayment of rent.

(4) Payment by a tenant who has received a notice under this section is timely if mailed to the landlord within the period of the notice unless:

(a) The notice is served on the tenant:

(A) By personal delivery as provided in ORS 90.155 (1)(a);

(B) By first class mail and attachment as provided in ORS 90.155 (1)(c); or

(C) By first class mail and electronic mail as provided in ORS 90.155 (5);

(b) A written rental agreement and the notice expressly state that payment is to be made at a specified location that is either on the premises or at a place where the tenant has made all previous rent payments in person; and

(c) The place so specified is available to the tenant for payment throughout the period of the notice.

ORS 90.394

Amended by 2023 Ch. 296, § 5, eff. 1/1/2024.

Amended by 2023 Ch. 13, § 58, eff. 3/29/2023.

Amended by 2020SP3 Ch. 3, § 19, eff. 12/23/2020, op. 7/1/2021.

Amended by 2020SP3 Ch. 3, § 10, eff. 12/23/2020, op. 1/1/2021.

2005 c. 391, § 8

Notice for Lease Violation:

What This Means: Once written notice is provided to the tenant, the rental agreement will terminate in 30 days. If the tenant has a prior lease violation within the most recent six (6) months, the landlord is able to only provide ten (10) days' notice.

Legal Statute:

(1) Except as provided in this chapter, after delivery of written notice a landlord may terminate the rental agreement for cause and take possession as provided in ORS 105.100 to 105.168, unless the tenant cures the violation as provided in this section.

(2) Causes for termination under this section are:

(a) Material violation by the tenant of the rental agreement. For purposes of this paragraph, material violation of the rental agreement includes, but is not limited to, the nonpayment of a late charge under ORS 90.260 or a utility or service charge under ORS 90.315.

(b) Material violation by the tenant of ORS 90.325.

(c) Failure by the tenant to pay rent.

(3) The notice must:

(a) Specify the acts and omissions constituting the violation;

(b) Except as provided in subsection (5)(a) of this section, state that the rental agreement will terminate upon a designated date not less than 30 days after delivery of the notice; and

(c) If the tenant can cure the violation as provided in subsection (4) of this section, state that the violation can be cured, describe at least one possible remedy to cure the violation and designate the date by which the tenant must cure the violation.

(4)

(a) If the violation described in the notice can be cured by the tenant by a change in conduct, repairs, payment of money or otherwise, the rental agreement does not terminate if the tenant cures the violation by the designated date. The designated date must be:

(A) At least 14 days after delivery of the notice; or

(B) If the violation is conduct that was a separate and distinct act or omission and is not ongoing, no earlier than the date of delivery of the notice as provided in ORS 90.155. For purposes of this paragraph, conduct is ongoing if the conduct is constant or persistent or has been sufficiently repetitive over time that a reasonable person would consider the conduct to be ongoing.

(b) If the tenant does not cure the violation, the rental agreement terminates as provided in the notice.

(5)

(a) If the cause of a written notice delivered under subsection (1) of this section is substantially the same act or omission that constituted a prior violation for which notice was given under this section within the previous six months, the designated termination date stated in the notice must be not less than 10 days after delivery of the notice and no earlier than the designated termination date stated in the previously given notice. The tenant does not have a right to cure this subsequent violation.

(b) A landlord may not terminate a rental agreement under this subsection if the only violation is a failure to pay the current month's rent.

(6) When a tenancy is a week-to-week tenancy, the notice period in:

(a) Subsection (3)(b) of this section changes from 30 days to seven days;

(b) Subsection (4)(a)(A) of this section changes from 14 days to four days; and

(c) Subsection (5)(a) of this section changes from 10 days to four days.

(7) The termination of a tenancy for a manufactured dwelling or floating home space in a facility under ORS 90.505 to 90.850 is governed by ORS 90.630 and not by this section.

ORS 90.392

2005 c. 391, § 7

Required Notice before Entry:

What This Means: The landlord must give the tenant at least 24 hours' actual notice of the intent of the landlord or landlord's agent to enter - only at reasonable time.

Legal Statute:

(1) A landlord or, to the extent provided in this section, a landlord's agent may enter into the tenant's dwelling unit or any portion of the premises under the tenant's exclusive control in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, perform agreed yard maintenance or grounds keeping or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors. The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the premises under the tenant's exclusive control not including the dwelling unit without consent of the tenant and without notice to the tenant, for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord may enter the dwelling unit or any portion of the premises under a tenant's exclusive control without consent of the tenant, without notice to the tenant and at any time. "Emergency" includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the premises. If a landlord makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, 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 tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) A landlord and tenant may agree that the landlord or the landlord's agent may enter the dwelling unit and the premises without notice at reasonable times for the purpose of showing the premises to a prospective buyer, provided that the agreement:

(A) Is executed at a time when the landlord is actively engaged in attempts to sell the premises;

(B) Is reflected in a writing separate from the rental agreement and signed by both parties; and

(C) Is supported by separate consideration recited in the agreement.

(e)

(A) If a written agreement requires the landlord to perform yard maintenance or grounds keeping for the premises:

(i) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the premises under the tenant's exclusive control not including the dwelling unit, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(ii) A tenant may deny consent for a landlord or landlord's agent to enter upon the premises pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(B) As used in this paragraph:

(i) "Yard maintenance or grounds keeping" includes, but is not limited to, weeding, mowing grass and pruning trees and shrubs.

(ii) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the premises.

(f) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the premises or dwelling unit of which the tenant has exclusive control, prior to or at the time of the attempt by the landlord or landlord's agent to enter.

(2) A landlord may not abuse the right of access or use it to harass the tenant. A tenant may not unreasonably withhold consent from the landlord to enter.

(3) This section does not apply to tenancies consisting of a rental of space in a facility for a manufactured dwelling or floating home under ORS 90.505 to 90.850.

(4) If a tenancy consists of rented space for a manufactured dwelling or floating home that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is not in a facility, this section shall allow access only to the rented space and not to the dwelling or home.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2); or

(c) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a dwelling unit or any portion of the premises under a tenant's exclusive control, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord may not be found in violation of any state statute or local ordinance due to the failure.

(7) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement under ORS 90.392 and take possession as provided in ORS 105.100 to 105.168. In addition, the landlord may recover actual damages.

(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 90.322

Formerly 90.335; 1997 c.577 §18; 1999 c.603 §19; 1999 c.676 §12; 2005 c. 391, § 20

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Entry is allowed at reasonable times. See statute.

Legal Statute:

(1) A landlord or, to the extent provided in this section, a landlord's agent may enter into the tenant's dwelling unit or any portion of the premises under the tenant's exclusive control in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, perform agreed yard maintenance or grounds keeping or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors. The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the premises under the tenant's exclusive control not including the dwelling unit without consent of the tenant and without notice to the

tenant, for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord may enter the dwelling unit or any portion of the premises under a tenant's exclusive control without consent of the tenant, without notice to the tenant and at any time. "Emergency" includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the premises. If a landlord makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, 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 tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) A landlord and tenant may agree that the landlord or the landlord's agent may enter the dwelling unit and the premises without notice at reasonable times for the purpose of showing the premises to a prospective buyer, provided that the agreement:

(A) Is executed at a time when the landlord is actively engaged in attempts to sell the premises;

(B) Is reflected in a writing separate from the rental agreement and signed by both parties; and

(C) Is supported by separate consideration recited in the agreement.

(e)

(A) If a written agreement requires the landlord to perform yard maintenance or grounds keeping for the premises:

(i) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the premises under the tenant's exclusive control not including the dwelling unit, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(ii) A tenant may deny consent for a landlord or landlord's agent to enter upon the premises pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(B) As used in this paragraph:

(i) "Yard maintenance or grounds keeping" includes, but is not limited to, weeding, mowing grass and pruning trees and shrubs.

(ii) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the premises.

(f) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the premises or dwelling unit of which the tenant has exclusive control, prior to or at the time of the attempt by the landlord or landlord's agent to enter.

(2) A landlord may not abuse the right of access or use it to harass the tenant. A tenant may not unreasonably withhold consent from the landlord to enter.

(3) This section does not apply to tenancies consisting of a rental of space in a facility for a manufactured dwelling or floating home under ORS 90.505 to 90.850.

(4) If a tenancy consists of rented space for a manufactured dwelling or floating home that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is not in a facility, this section shall allow access only to the rented space and not to the dwelling or home.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2); or

(c) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a dwelling unit or any portion of the premises under a tenant's exclusive control, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord may not be found in violation of any state statute or local ordinance due to the failure.

(7) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement under ORS 90.392 and take possession as provided in ORS 105.100 to 105.168. In addition, the landlord may recover actual damages.

(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 90.322

Formerly 90.335; 1997 c.577 §18; 1999 c.603 §19; 1999 c.676 §12; 2005 c. 391, § 20

Emergency Entry Allowed without Notice:

What This Means: Landlords may enter the rental unit due to an "emergency" but must send notice to the tenant specifying the nature of the emergency to the tenant within 24 hours of the entry.

Legal Statute:

Current through 2024 Regular Session legislation

Section 90.322 - Landlord or agent access to premises; remedies

(1) A landlord or, to the extent provided in this section, a landlord's agent may enter into the tenant's dwelling unit or any portion of the premises under the tenant's exclusive control in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, perform agreed yard maintenance or grounds keeping or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors. The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the premises under the tenant's exclusive control not including the dwelling unit without consent of the tenant and without notice to the tenant, for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord may enter the dwelling unit or any portion of the premises under a tenant's exclusive control without consent of the tenant, without notice to the tenant and at any time. "Emergency" includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the premises. If a landlord makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, 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 tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) A landlord and tenant may agree that the landlord or the landlord's agent may enter the dwelling unit and the premises without notice at reasonable times for the purpose of showing the premises to a prospective buyer, provided that the agreement:

- (A) Is executed at a time when the landlord is actively engaged in attempts to sell the premises;
- (B) Is reflected in a writing separate from the rental agreement and signed by both parties; and
- (C) Is supported by separate consideration recited in the agreement.

(e)

(A) If a written agreement requires the landlord to perform yard maintenance or grounds keeping for the premises:

(i) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the premises under the tenant's exclusive control not including the dwelling unit, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(ii) A tenant may deny consent for a landlord or landlord's agent to enter upon the premises pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(B) As used in this paragraph:

(i) "Yard maintenance or grounds keeping" includes, but is not limited to, weeding, mowing grass and pruning trees and shrubs.

(ii) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the premises.

(f) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at

reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the premises or dwelling unit of which the tenant has exclusive control, prior to or at the time of the attempt by the landlord or landlord's agent to enter.

(2) A landlord may not abuse the right of access or use it to harass the tenant. A tenant may not unreasonably withhold consent from the landlord to enter.

(3) This section does not apply to tenancies consisting of a rental of space in a facility for a manufactured dwelling or floating home under ORS 90.505 to 90.850.

(4) If a tenancy consists of rented space for a manufactured dwelling or floating home that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is not in a facility, this section shall allow access only to the rented space and not to the dwelling or home.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2); or

(c) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a dwelling unit or any portion of the premises under a tenant's exclusive control, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord may not be found in violation of any state statute or local ordinance due to the failure.

(7) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement under ORS 90.392 and take possession as provided in ORS 105.100 to 105.168. In addition, the landlord may recover actual damages.

(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 90.322

Formerly 90.335; 1997 c.577 §18; 1999 c.603 §19; 1999 c.676 §12; 2005 c. 391, § 20

Entry Allowed During Tenant's Extended Absence:

What This Means: Landlord may enter at reasonable times if tenant's absence is greater than seven (7) days.

Legal Statute:

Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit. 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 seven days no later than the first day of the extended absence.

ORS 90.340

Formerly 91.790; 1995 c.559 §19

Entry Allowed with Notice for Showing the Property:

What This Means: Yes. See statute.

Legal Statute:

(1) A landlord or, to the extent provided in this section, a landlord's agent may enter into the tenant's dwelling unit or any portion of the premises under the tenant's exclusive control in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, perform agreed yard maintenance or grounds keeping or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors. The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the premises under the tenant's exclusive control not including the dwelling unit without consent of the tenant and without notice to the tenant, for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord may enter the dwelling unit or any portion of the premises under a tenant's exclusive control without consent of the tenant, without notice to the tenant and at any time. "Emergency" includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the premises. If a landlord makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, 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 tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) A landlord and tenant may agree that the landlord or the landlord's agent may enter the dwelling unit and the premises without notice at reasonable times for the purpose of showing the premises to a prospective buyer, provided that the agreement:

- (A) Is executed at a time when the landlord is actively engaged in attempts to sell the premises;
- (B) Is reflected in a writing separate from the rental agreement and signed by both parties; and
- (C) Is supported by separate consideration recited in the agreement.

(e)

(A) If a written agreement requires the landlord to perform yard maintenance or grounds keeping for the premises:

(i) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the premises under the tenant's exclusive control not including the dwelling unit, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(ii) A tenant may deny consent for a landlord or landlord's agent to enter upon the premises pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(B) As used in this paragraph:

(i) "Yard maintenance or grounds keeping" includes, but is not limited to, weeding, mowing grass and pruning trees and shrubs.

(ii) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the premises.

(f) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at

reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the premises or dwelling unit of which the tenant has exclusive control, prior to or at the time of the attempt by the landlord or landlord's agent to enter.

(2) A landlord may not abuse the right of access or use it to harass the tenant. A tenant may not unreasonably withhold consent from the landlord to enter.

(3) This section does not apply to tenancies consisting of a rental of space in a facility for a manufactured dwelling or floating home under ORS 90.505 to 90.850.

(4) If a tenancy consists of rented space for a manufactured dwelling or floating home that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is not in a facility, this section shall allow access only to the rented space and not to the dwelling or home.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2); or

(c) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a dwelling unit or any portion of the premises under a tenant's exclusive control, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord may not be found in violation of any state statute or local ordinance due to the failure.

(7) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement under ORS 90.392 and take possession as provided in ORS 105.100 to 105.168. In addition, the landlord may recover actual damages.

(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 90.322

Formerly 90.335; 1997 c.577 §18; 1999 c.603 §19; 1999 c.676 §12; 2005 c. 391, § 20

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are not permitted.

Legal Statute:

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 90.375

Formerly 91.815; 1993 c.369 §10; 1995 c.559 §23; 1997 c.577 §21

Utility Shut-offs Allowed:

What This Means: Utility shut-offs are not permitted.

Legal Statute:

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 90.375

Formerly 91.815; 1993 c.369 §10; 1995 c.559 §23; 1997 c.577 §21

Electronic Notices Allowed:

What This Means: Landlords and tenants can agree to communicate via electronic notices, though this must be specified in a written addendum to the rental agreement. The addendum must include specific email addresses for both parties and information on the rights of the parties regarding electronic notices.

Legal Statute:

(1) Except as provided in ORS 90.300, 90.315, 90.425 and 90.675, where this chapter requires written notice, service or delivery of that written notice shall be executed by one or more of the following methods:

(a) Personal delivery to the landlord or tenant.

(b) First class mail to the landlord or tenant.

(c) If allowed under a written rental agreement, both first class mail and attachment to a designated location. In order for a written rental agreement to provide for mail and attachment service of written notices from the landlord to the tenant, the agreement must also provide for such service of written notices from the tenant to the landlord. Mail and attachment service of written notices shall be executed as follows:

(A) For written notices from the landlord to the tenant, the first class mail notice copy shall be addressed to the tenant at the premises and the second notice copy shall be attached in a secure manner to the main entrance to that portion of the premises of which the tenant has possession; and

(B) For written notices from the tenant to the landlord, the first class mail notice copy shall be addressed to the landlord at an address as designated in the written rental agreement and the second notice copy shall be attached in a secure manner to the landlord's designated location, which shall be described with particularity in the written rental agreement, reasonably located in relation to the tenant and available at all hours.

(d) Except as provided in subsection (5) of this section, electronic mail, for written notices to the landlord or the tenant, only if allowed under a written addendum to the rental agreement that:

(A) Specifies the electronic mail address from which the landlord agrees to send, and at which the landlord agrees to receive, electronic mail;

(B) Specifies the electronic mail address from which the tenant agrees to send, and at which the tenant agrees to receive, electronic mail;

(C) Is executed by both parties after the tenancy begins and the tenant has occupied the premises;

(D) Allows the landlord or tenant to terminate the service of written notice by electronic mail or to change their specified electronic mail address for receipt of written notice by giving no less than three days' written notice; and

(E) Includes notice in substantially the following form:

THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS REGARDING RECEIPT OF WRITTEN NOTICES.

By signing this addendum, you agree to receive written notices from your landlord by e-mail. This may include important legal notices, including rent increase and tenancy termination notices. Failure to read or respond to a written notice could result in you losing your housing or being unaware of a change in rent. Signing this addendum is voluntary. Only agree to service of written notices electronically if you check your e-mail regularly.

(2) If a notice is served by mail under subsection (1)(b) of this section, the minimum period for compliance or termination of tenancy, as appropriate, shall be extended by three days, and the notice shall include the extension in the period provided.

(3) A landlord or tenant may utilize alternative methods of notifying the other so long as the alternative method is in addition to one of the service methods described in subsection (1) of this section.

(4) After 30 days' written notice, a landlord may unilaterally amend a rental agreement for a manufactured dwelling or floating home that is subject to ORS 90.505 to 90.850 to provide for service or delivery of written notices by mail and attachment service as provided by subsection (1)(c) of this section.

(5) A party to a rental agreement may use electronic mail to give a written notice terminating the tenancy only if allowed under subsection (1)(d) of this section and the termination notice is sent by both first class mail and electronic mail.

ORS 90.155

Amended by 2023 Ch. 296, § 1, eff. 1/1/2024.

Amended by 2019 Ch. 625, § 50, eff. 1/1/2020.

Amended by 2015 Ch. 388, § 9, eff. 1/1/2016.

Formerly 90.910; 1997 c.577 §6; 2001 c.596 §29a

Quick Reference Guide

Key Oregon Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Oregon.

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Links To Statutes

- [ORS § 90.300](#) – Security deposits; prepaid rent
- [ORS § 90.220](#) – Terms and conditions of rental agreement; smoking policy; rent obligation, increases and payment
- [ORS § 90.260](#) – Late rent payment charge or fee; restrictions; calculation
- [ORS § 90.302](#) – Fees allowed for certain landlord expenses; accounting not required; fees for noncompliance with written rules; tenant remedies
- [ORS § 90.365](#) – Failure of landlord to supply essential services; remedies
- [ORS § 90.368](#) – Repair of minor habitability defect

- [ORS § 90.255](#) – Attorney fees
- [ORS § 90.410](#) – Effect of tenant failure to give notice of absence; absence; abandonment
- [ORS § 90.453](#) – Release of victim from tenancy; victim verification statement
- [ORS § 90.459](#) – Change of locks at request of victim
- [ORS § 90.385](#) – Retaliatory conduct by landlord; tenant remedies and defenses; action for possession in certain cases
- [ORS § 90.228](#) – Notice of location in 100-year flood plain
- [ORS § 90.396](#) – Acts or omissions justifying termination 24 hours after notice
- [ORS § 90.398](#) – Termination of tenancy for drug or alcohol violations
- [ORS § 90.392](#) – Termination of tenancy for cause; tenant right to cure violation
- [ORS § 90.394](#) – Termination of tenancy for failure to pay rent
- [ORS § 90.427](#) – Termination of tenancy without tenant cause; effect of termination notice
- [ORS § 91.060](#) – Tenancy from year to year
- [ORS § 91.070](#) – Tenancy from month to month
- [ORS § 91.080](#) – Termination when expiration of tenancy fixed by terms of lease
- [ORS § 90.323](#) – Maximum rent increase; exceptions; notice
- [ORS § 90.295](#) – Application Fees
- [ORS § 90.322](#) – Landlord or agent access to premises; remedies
- [ORS § 90.340](#) – Entry Allowed During Tenant's Extended Absence
- [ORS § 90.375](#) – Effect of unlawful ouster or exclusion; willful diminution of services
- [ORS § 90.155](#) – Service or delivery of written notice
- [Or. Rev. Stat. § 90.305](#) – Disclosure of certain matters; retention of rental agreement; inspection of agreement
- [Or. Rev. Stat. § 90.320](#) – Landlord's Duties
- [Or. Rev. Stat. § 90.325](#) – Tenant's Duties