

Moratorium 2.0

It Continues – With Several Differences

On April 1st, the Governor issued *Executive Order 20-13*, enacting a moratorium on all “no-cause” and “landlord-cause” evictions and evictions for non-payment of rent. *EO 20-13* is set to expire at the end of June. On Friday, June 26th, the Oregon Legislature passed *HB 4213*, which extends the eviction moratorium on both residential and commercial evictions through September 30th, 2020. In addition, *HB 4213*:

- Creates a six-month repayment grace period after the moratorium ends for tenants to repay their back rent accrued during the moratorium. During the repayment period, tenants may not be evicted for failure to repay their back rent, but they must keep paying their ongoing monthly rent during the grace period or face eviction.
- Allows the landlord to provide notice about the six-month grace period and the balance owed, notifying tenants that an eviction may not be filed before 10/1/2020, and requiring tenants to notify the landlord within 14 days that they intend to utilize the grace period to delay repayment of back rent. If a tenant fails to give the proper notice, the landlord is entitled to recover damages equal to 50% of one month’s rent after the grace period. Landlords may also offer voluntary alternate repayment plans.
- Allows no-cause evictions when a property is sold to a buyer who intends to occupy the property as their primary residence.
- Accommodates landlords who were unable to utilize their ability to no-cause evict someone at the end of the first year of occupancy per *ORS 90.427* because that point-in-time occurred during the moratorium. Landlords now have a 30-day period after the moratorium ends to utilize this provision.
- Prohibits negative credit reporting for non-payment of rent during the moratorium and prohibits assessing late fees or other penalties for nonpayment during the moratorium period.
- Allows landlords to accept partial rent payments without waiving certain landlord rights.
- If a landlord violates *HB 4213*, a tenant may seek injunctive relief to prevent an eviction and also recover up to three months’ rent plus any actual damages.