

Tenant(s): \_\_\_\_\_ et al (and all others)
Tenant(s): \_\_\_\_\_
Address: \_\_\_\_\_ Unit: \_\_\_\_\_
City: \_\_\_\_\_ OREGON Zip: \_\_\_\_\_

DATE OF SERVICE: \_\_\_\_\_
[ ] TIME SERVED BY FIRST CLASS MAIL: \_\_\_\_\_
[ ] This Notice has been served by another method allowed by ORS 90.155
TIME SERVED BY ANOTHER METHOD ALLOWED BY ORS 90.155: \_\_\_\_\_

Owner/Agent hereby serves you Notice for the Termination of your Fixed-Term Lease.

- [ ] The Ending Date of your lease falls within the first year of occupancy and expires on \_\_\_\_\_
This is your 90-Day Notice of Nonrenewal of Lease, after which your tenancy will terminate.
Notice of Nonrenewal of Lease within the first year of occupancy may be served 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.\*
[ ] You, or a member of your household has committed at least three lease violations within the preceding 12-month period and you were served a Written Warning Notice at the time of each violation stating that if there were three or more violations (including Nonpayment of Rent) within the preceding 12 months, Owner/Agent could choose to terminate the lease with not less than 90-Days' Written Notice.

This is your Notice of Nonrenewal of Lease based on this rule.

Such notice may be served 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.\*

Your tenancy is being terminated and you must vacate the Rental Unit you now occupy no later than 11:59 p.m. (end of day) on \_\_\_\_\_.

In the City of Portland, Nonrenewal of Lease within the first year of occupancy, or Nonrenewal based on Three Strikes may require payment of a Relocation Fee, unless exempt. If required, the Fee varies based on the number of bedrooms and is required to be paid within 45 days of service of the Notice of Termination. Visit https://www.portland.gov/phb/rental-services/renter-relocation-assistance to learn more.

If your Termination Date is not at the end of your Rental Period, and you have not paid a Last Month's Rent Deposit, you will owe Rent for a partial month.

Your prorated rent from \_\_\_\_\_ through \_\_\_\_\_ is \$ \_\_\_\_\_

If you paid a Last Month's Rent Deposit that exceeds the Date of Termination, the Landlord is required to account for those funds separately at the time of Security Deposit Reconciliation within 31 days of Surrender of Possession of the Dwelling Unit.

Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

\*The Ending Date must be at least 90 days from the Date of Service.

If notice is served by mail ONLY, the Ending Date must include an additional four (4) days to allow for the delivery of notice, including Date of Mailing.

This notice, if mailed, shall be mailed First Class Mail ONLY (not certified, registered, etc.).

Owner/Agent does not waive the right to terminate by simultaneously or subsequently served notices.

Regardless of length of tenancy, prescribed notice periods may be longer in certain local jurisdictions or in subsidized housing.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Call the 2-1-1 information service to learn about resources in your area.



**SAMPLE**

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# Portland Housing Bureau

## Rental Services Office

Commissioner Dan Ryan • Director Shannon Callahan

1900 SW 4th Avenue, Suite 7007 • Portland, OR 97201

PHONE 503-823-1303 • FAX 503-865-3260

Portland.gov/RSO

### Rental Services Helpdesk Hours

MON, WED, FRI 9–11 am and 1–4 pm

## Rental History Form Required Under Portland City Code Title 30.01.087.F

For residential rental units within Portland city limits, a landlord is required to complete and provide this form to a tenant within 5 business days of receiving a request from a tenant, receiving notice from the tenant of intent to terminate the tenancy, or when a landlord gives notice of intent to terminate a tenancy. This form may be transmitted in digital or paper form.

### Tenant Information

Tenant Name: \_\_\_\_\_

### Landlord Information

Landlord Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

### Residency Information

Address: \_\_\_\_\_

Move-in Date: \_\_\_\_\_ Move-out Date (if known): \_\_\_\_\_

Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail: [RentalServices@portlandoregon.gov](mailto:RentalServices@portlandoregon.gov)

FORM 30.01.087.F  
V:2.0 VED: 3Jan2022  
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If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303  
TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译  
Письменный или устный перевод | 翻訳または通訳 | Traducere sau Interpretare  
번역 및 통역 | Письмовий або усний переклад | Turjumida ama Fasiraadda  
الترجمة التحريرية والشفوية | ການແປພາສາ ຫຼື ການອະທິບາຍ

This requirement is in addition to any other rights and responsibilities set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

*The information in this form is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.*

**SAMPLE**

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### Rental Services Helpdesk Hours

MON, WED, FRI 9–11 am 1–4 pm

## Tenant Notice of Rights and Responsibilities

### Portland City Code 30.01.085 Mandatory Renter Relocation Assistance

For residential rental units within Portland city limits, these rights and responsibilities are in addition to protections set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

Landlords must include this notice (or another notice with similar information) with each and any Termination Notice, Increase Notice, and Relocation Assistance payment.

*The information in this notice is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.*

#### No-Cause Evictions and Non-Renewals

If your Landlord is ending your rental agreement without a tenant-based cause, you have the right to a written notice of termination at least 90 days before the termination date designated in the notice. Your landlord may have the obligation to pay you relocation assistance at least 45 days before the termination date designated in the notice.

#### Qualifying Landlord Reason for Termination

If your Landlord is ending your rental agreement for a qualifying landlord reason, you have the right to a written notice of termination at least 90 days before the termination date designated in the notice. Your landlord may have the obligation to pay you relocation assistance (*city requirement*) and/or one month's rent (*state requirement*).

If both are owed, your landlord has two options for paying relocation assistance and one month's rent owed:

1. They can pay you relocation assistance or one month's rent (whichever is higher) in a single payment not later than day they deliver the termination notice; or
2. They can pay you two payments, one month's rent when delivering the notice and pay you relocation assistance at least 45 days before the effective date of the notice.

#### Rent Increases



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If your Landlord raises your rent, you may have the right to a written notice of the rent increase at least 90 days before the effective date of the rent increase. The increase notice must state the amount of the increase, the amount of the new rent or housing costs, and the effective date of the increase.

If your Landlord raises your rent by amounts totaling 10% or more during any 12-month period, you may have the right to request relocation assistance. You must write to your Landlord within 45 days of receiving a rent increase to request relocation assistance. Your landlord then has the obligation to pay you the relocation assistance amount within 31 days of receiving your notice. You then have the obligation to, within 6 months, either pay back the relocation assistance and stay or provide your Landlord with written notice that you're terminating your tenancy and then move out. Either way, you must pay the increased rent while you continue to rent the unit.

### Relocation Assistance Amount

Unless your landlord is exempt you may have the right to the relocation amount as listed below. Amounts are dependent on the number of bedrooms being rented on a rental agreement. You have the right to one relocation assistance amount per rental agreement, not per tenant.

Studio, SRO, or rented bedroom in a shared house: \$2,900

One-bedroom unit: \$3,300

Two-bedroom unit: \$4,200

Three-bedroom unit or larger: \$4,500

### Exemptions

In some circumstances, your landlord may be exempt from paying relocation assistance. Most exemptions require the landlord to provide to the tenant an Acknowledgement Letter from PHB. If you receive an Acknowledgement Letter, closely review it for details about the exemption. For more information, visit [<https://www.portland.gov/phb/rental-services/renter-relocation-assistance>] or call the PHB Rental Services Office at 503-823-1303.

### Penalties

If your Landlord does not meet their obligations under Portland's relocation assistance law you may have the right to legal recourse to protect your rights. A Landlord that fails to comply with any of the requirements above may owe you up to 3 times your rent as well as the Relocation Assistance amount, reasonable attorney fees and other costs.



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If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

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الترجمة التحريرية والشفوية | ການແປພາສາ ຫຼື ການອະທິບາຍ

SAMPLE

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Address: \_\_\_\_\_ Unit: \_\_\_\_\_
City: \_\_\_\_\_ OREGON Zip: \_\_\_\_\_

30.01.087 Security Deposits; Pre-paid Rent.

(Added by Ordinance No. 189581; amended by Ordinance Nos. 189715, 190064 and 190905, effective July 29, 2022.) In addition to the protections set forth in the Oregon Residential Landlord and Tenant Act ("Act") and in Sections 30.01.085 and 30.01.086, the following additional Tenant protections regarding Security Deposits apply to Rental Agreements for a Dwelling Unit covered by the Act. For purposes of this Section, unless otherwise defined in this Section or elsewhere in Chapter 30, capitalized terms have the meaning set forth in the Act.

A. Amount of Security Deposit.

- 1. If a Landlord requires, as a condition of tenancy, a Security Deposit that includes last month's Rent, a Landlord may not collect as an additional part of the Security Deposit more than an amount equal to one-half of one month's Rent.
2. If a Landlord does not require last month's Rent, a Landlord may not collect more than an amount equal to one month's Rent as a Security Deposit.
3. If a Landlord conditionally approves an application subject to an Applicant's demonstration of financial capacity or to offset risk factors identified by the Applicant screening for tenancy as described in Section 30.01.086, the Landlord may require payment of an amount equal to one-half of one month's Rent as a Security Deposit in addition to the other amounts authorized in this subsection. The Landlord must allow a Tenant to pay any such additional Security Deposit in installments over a period of up to 3 months in installment amounts reasonably requested by the Tenant.

B. Bank Deposit of Tenant Funds.

- 1. Within 2 weeks following receipt of a Tenant's funds paid as a Security Deposit or for last-month's Rent, a Landlord shall deposit all of such funds into a secure financial institution account segregated from the Landlord's personal and business operating accounts. If the account is an interest-bearing account, all interest shall accrue proportionately to the benefit of the Tenant and shall be returned to the Tenant with the unused security deposit in accordance with Subsection B.2. below. If the account bears interest, the Landlord is required to pay such interest in full, minus an optional 5 percent deduction for administrative costs from such interest, to the Tenant unless it is used to cover any claims for damage. For interest bearing accounts, the Landlord must provide a receipt of the account and any interest earned at the Tenant's request, no more than once per year. The Rental Agreement must reflect the name and address of the financial institution at which the Security Deposit is deposited and whether the Security Deposit is held in an interest-bearing account.
2. A Landlord shall provide a written accounting and refund in accordance with ORS 90.300.

C. Amounts Withheld for Repair

- 1. A Landlord may only apply Security Deposit funds for the repair and replacement of those fixtures, appliances, equipment or personal property that are identified in the Rental Agreement.
2. A Landlord may claim from the Security Deposit amounts equal only to the costs reasonably necessary to repair the premises to its condition existing at the commencement of the Rental Agreement ("Commencement Date"); provided however, that a Landlord may not claim any portion of the Security Deposit for routine maintenance; for ordinary wear and tear; for replacement of fixtures, appliances, equipment, or personal property that failed or sustained damage due to causes other than the Tenant's acts or omissions; or for any cost that is reimbursed by a Landlord's property or comprehensive general liability insurance or by a warranty.
3. Any Landlord-provided fixtures, appliances, equipment, or personal property, the condition of which a Landlord plans to be covered by the Tenant Security Deposit, shall be itemized by description and incorporated into the Rental Agreement.
4. A Landlord may apply the Tenant Security Deposit to the cost of repair or replacement of flooring material only if repair or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of repair or replacement of the discrete impacted area and not for the other areas of the Dwelling Unit. A "discrete impacted area" is defined as the general area of the dwelling unit where the repair or replacement is needed, which may include an entire room, closet, hallway, stairway, or other defined space, but not beyond.
5. A Landlord may not apply the Tenant Security Deposit to the costs of interior painting of the leased premises, except to repair specific damage caused by the Tenant in excess of ordinary wear and tear, or to repaint walls that were painted by the Tenant without permission.



## D. Condition Reports

### 1. Preparing and Updating the Condition Report and Condition Report Addendum

- a. Prior to the Commencement Date, the Landlord will make reasonable efforts to schedule a time which is convenient for both the Landlord and the Tenant for a walk through of the unit to complete a report noting the condition of all fixtures, appliances, equipment and personal property listed in the rental agreement and noting damage (the "Condition Report"). Both the Tenant and the Landlord shall sign the Condition Report. The Landlord shall take pictures of the items noted in the Condition Report and share those photographs with the Tenant.
  - b. Should the Landlord and Tenant be unable to schedule a mutually convenient time to walk through the unit to complete the Condition Report, the Landlord will complete the Condition Report prior the Commencement Date. The Landlord shall take pictures of the items noted in the Condition Report and share those photographs with the Tenant on the Commencement Date.
  - c. Within 7 days following the Commencement Date, the Tenant may complete and submit to the Landlord a Condition Report Addendum on a form provided by the Landlord. If the Tenant does not complete and submit a Condition Report Addendum to the Landlord within 7 days of the Commencement Date then the Landlord's Condition Report becomes final.
  - d. If the Tenant submits a Condition Report Addendum, the Landlord has 7 days to dispute the Condition Report Addendum in writing. If the Landlord fails to timely dispute the Condition Report Addendum, then the Condition Report, as modified by the Condition Report Addendum, shall establish the baseline condition of the Dwelling Unit as of the Commencement Date against which the Landlord will be required to assess any Dwelling Unit repair or replacement needs identified in a Final Inspection (defined below) that will result in costs that may be deducted from the Tenant Security Deposit as of termination of the Rental Agreement (the "Termination Date").
  - e. If the Landlord disputes the Condition Report Addendum, and the Landlord and Tenant are unable to resolve the dispute as to the condition of the Dwelling Unit at the Commencement Date, the Condition Report and Condition Report Addendum shall be retained by the Landlord. Any unresolved dispute as to the condition of the Dwelling Unit as of the Commencement Date shall be resolved, if necessary, in any court of competent jurisdiction.
  - f. The Landlord shall update the Condition Report to reflect all repairs and replacements impacting the Dwelling Unit during the term of the Rental Agreement and shall provide the updated Condition Report to the Tenant, and the Tenant may complete or update the Condition Report Addendum to reflect all repairs and replacements.
2. Within 1 week following the Termination Date a Landlord shall conduct a walk-through of the Dwelling Unit at the Tenant's option, with the Tenant or Tenant's representative, to document any damage beyond ordinary wear and tear not noted on the Condition Report (the "Final Inspection"). The Tenant, or the Tenant's representative, may choose to be present for the Final Inspection. The Landlord must give notice of the date and time of the Final Inspection at least 24 hours in advance to the Tenant.
  3. A Landlord shall prepare an itemization describing any repair and replacement in accordance with the fixture, appliances, equipment, or personal property identified in the Rental Agreement. The Landlord shall document any visual damage in excess of normal wear and tear with photographs that the Landlord shall provide to the Tenant with a written accounting in accordance with **ORS 90.300 (12)**. To the extent that a Landlord seeks to charge labor costs greater than \$200 to a Tenant, the Landlord must provide documentation demonstrating that the labor costs are reasonable and consistent with the typical hourly rates in the metropolitan region. A Landlord may not charge for the repair of any damage or replacement of malfunctioning or damaged appliances, fixtures, equipment, or personal property noted on the Condition Report.

**E. Notice of Rights.** Contemporaneously with the delivery of the written accounting required by ORS 90.300 (12), a Landlord must also deliver to the Tenant a written notice of rights regarding Security Deposits ("Notice of Rights"). Such Notice of Rights must specify all Tenant's right to damages under this Section. The requirement in this Subsection may be met by delivering a copy of this Section to the Tenant and contact information for the nearest Legal Aid Services of Oregon, or online and physical address of the Oregon State Bar.

**F. Rent Payment History.** Within 5 business days of receiving a request from a Tenant or delivering a notice of intent to terminate a tenancy, a Landlord must provide a written accounting to the Tenant of the Tenant's Rent payment history that covers up to the prior 2 years of tenancy, as well as a fully completed Rental History Form available on the Portland Housing Bureau website. The Landlord shall also provide the Tenant with an accounting of the Security Deposit as soon as practicable but no later than within the timeframes prescribed by ORS 90.300.

**G. Damages.** A Landlord that fails to comply with any of the requirements set forth in this Section shall be liable to the Tenant for an amount up to \$250 per violation plus actual damages, reasonable attorney fees and costs (collectively, "Damages"). Any Tenant aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

**H. Delegation of Authority.** In carrying out the provisions of this Section 30.01.087, the Director of PHB, or a designee, is authorized to adopt, amend, and repeal administrative rules to carry out and administer the provisions of this Section 30.01.087.

- Oregon State Bar Center 16037 SW Upper Boones Ferry Rd. Tigard, OR 97224 Phone: 503-620-0222 Toll Free: 800-452-8260 Fax: 503-684-1366
- Legal Aid Services of Oregon 520 SW 6th Avenue, Suite 700 Portland, OR 97204 Phone: 503-224-4086 Toll Free: 800-228-6958 Fax: 503-295-9496

