

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

DATE OF SERVICE: \_\_\_\_\_
[ ] TIME SERVED BY FIRST CLASS MAIL: \_\_\_\_\_
(This left blank, Notice was mailed prior to 11:59 p.m. on Date of Service).
[ ] This Notice has been served by another method allowed by ORS 90.155 (Describe other method of legal service): \_\_\_\_\_
TIME SERVED BY ANOTHER METHOD ALLOWED BY ORS 90.155: \_\_\_\_\_
(This left blank Notice was served by another method of legal service prior to 11:59 p.m. on Date of Service).

You are hereby given a Formal Warning Notice that you, someone in your household, or your Guest on or about : \_\_\_\_\_ (Date of Noncompliance)

- [ ] Used Rental Unit for purpose other than dwelling: \_\_\_\_\_
[ ] Misused common areas: \_\_\_\_\_
[ ] Created noise or disturbance that disrupted your neighbors' peaceful enjoyment of the property or caused the police, sheriff and/or health officials to be notified. \_\_\_\_\_
[ ] Damaged property or the Rental Unit: \_\_\_\_\_
[ ] Failed to notify Owner/Agent in writing of malfunctions of equipment, failure of essential services or needed repairs: \_\_\_\_\_
[ ] Failed to pay Noncompliance Fees, Late Fees and/or any other monies owed in a timely manner: \_\_\_\_\_
[ ] \*Failed to clean up animal waste in a timely manner: \_\_\_\_\_
[ ] \*Failed to remove garbage or rubbish: \_\_\_\_\_
[ ] \*Improperly used vehicles on the property, performed Vehicle repair or have inoperable or dismantled Vehicles on property or parking violation: \_\_\_\_\_
[ ] \*Smoked or vaped in a clearly designated non-smoking/vaping Rental Unit or area of the property: \_\_\_\_\_
[ ] \*Allowed or kept at the Rental Unit an unauthorized pet capable of causing damage: \_\_\_\_\_
[ ] \*Late payment of utility charge: \_\_\_\_\_
[ ] Other: \_\_\_\_\_

\*All items listed above with an asterisk must be cured and not repeated to avoid being assessed a Noncompliance Fee.



# THIS IS A WARNING NOTICE:

*All breaches listed on the other side of this form must be corrected and not repeated.*

Be advised that this Warning Notice imposes no Fees; however, Noncompliance Fees may be charged for subsequent violations of some or all of these breaches of contract, in accordance with ORS 90.302, or as allowed by law.

In addition to current Fees allowed by the Rental Agreement, Owner/Agent may charge the following Noncompliance Fees after giving a Written Warning Notice of initial violation if noncompliance occurs within one year:

- *Failure to clean up waste of a service animal or companion animal.*
- *Failure to dispose of garbage and/or rubbish.*
- *Parking violation or other improper Vehicle usage.*
- *Late payment of utility charge.*

Noncompliance Fees for the above violations may be charged at a rate of \$50 for the second similar offense, and \$50 plus 5% of the Rent amount for all similar subsequent violations that occur within one year of initial Written Warning Notice.

- *Keeping on the premises an unauthorized pet capable of causing damage.*

For keeping on the premises an unauthorized pet capable of causing damage, Owner/Agent may charge a Fee of \$250 if the unauthorized pet is not removed within 48 hours of Effective Date and Time of Written Warning Notice and additional Fees of the same amount for each subsequent violation within one year of issuance of Written Warning Notice.

- *Smoking/Vaping in a clearly designated non-smoking/vaping unit or area of the premises.*

For Smoking/Vaping in a clearly designated non-smoking/vaping unit or area of the premises, Owner/Agent may charge a Fee of \$250 for additional violations as early as 24 hours after the Effective Date and Time of Written Warning Notice and additional Fees of the same amount for each subsequent violation within one year of issuance of Written Warning Notice.

All Noncompliance Fees are due immediately upon receipt of billing by Owner/Agent to Tenant(s). Tenancy may be terminated as allowed by law for Tenant(s) failure to pay any lawfully assessed Fee.

*Under the Oregon Residential Landlord/Tenant Act, Tenant(s) must behave in a manner that will not disturb the neighbors' peaceful enjoyment of the property. If the breach listed is not cured or if it is repeated, Owner/Agent may terminate your tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630.*

*The police, sheriff and/or health officials may be notified to insure abatement. Tenant(s) may be cited for breach of city, county and/or state ordinances and/or statutes.*

## FIXED-TERM TENANCIES

*If you are on a Fixed-Term Lease, be advised your Landlord has the option to terminate your tenancy at the end of your Lease if you have received three or more Notices for Noncompliance (including Nonpayment of Rent) within a 12-month period preceding the End of the Fixed-Term. Owner/Agent may terminate the tenancy by issuing a 90-Day Notice prior to the Lease End Date, or 90 days prior to the date designated in the Notice, whichever is later. Correcting the third or subsequent violation is not a defense to the termination. This is your \_\_\_ violation in the last 12 months.*

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

Owner/Agent: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

