

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

<p><b>Section #1 - Deposits Paid</b></p> <p>Pet Deposit (Copy to Section #6) \$ _____</p> <p>Other Deposit (Copy to Section #7) \$ _____</p> <p>Other Deposit (Copy to Section #8) \$ _____</p> <p>Security Deposit (Copy to Section #9) \$ _____</p>	<p><b>Section #2 - Last Month's Rent Deposit, Prepaid Rent</b></p> <p>Last Month's Rent Deposit \$ _____</p> <p>Prepaid Rent \$ _____</p> <p><b>Total Rent Deposit and Prepaid Rent</b> \$ _____ <i>(Copy to Section #4)</i></p>
<p><b>Section #3 - Rent Proration</b></p> <p>Rent \$ _____ divided by 30-days = <b>Daily Rent</b> \$ _____</p> <p>Rent due from _____ to _____ = # of days _____</p> <p># of days _____ x Daily Rent \$ _____ = <b>Rent Due</b> \$ _____ <i>(Copy Daily Rent to Section #5, copy Rent Due to Section #4)</i></p>	<p><b>Section #4 - Rent Deposit or Prepaid Rent</b> <i>(Skip this if Section #2 is \$0)</i></p> <p><b>Total Rent Deposit and Prepaid Rent</b> (From Section #2) \$ _____</p> <p>Rent Due (From Section #3) (Subtract from above) \$ _____</p> <p><b>Credit/Debit</b> \$ _____ <i>(Copy to Section #10 if credit to Tenant(s), copy to Section #11 if debit to Tenant(s))</i></p>
<p><b>Section #5 - Deductions to Security Deposit</b></p> <p>Rent Due (From Section #4) \$ _____</p> <p>Past Due Utilities/Services \$ _____</p> <p>Other Utilities/Services \$ _____</p> <p>Fees/Non-Compliance Charges \$ _____</p> <p>Fees/Non-Compliance Charges \$ _____</p> <p>Fees/Non-Compliance Charges \$ _____</p> <p>Cleaning \$ _____</p> <p>Cleaning \$ _____</p> <p>Carpet Cleaning \$ _____</p> <p>Landscaping \$ _____</p> <p>Landscaping \$ _____</p> <p>Damages \$ _____</p> <p>Damages \$ _____</p> <p>Damages \$ _____</p> <p>Other \$ _____</p> <p>Other \$ _____</p> <p>Other \$ _____</p> <p>Pet Damage (if no Pet Deposit) \$ _____</p> <p>Additional days to prepare for re-renting:          _____ days x <b>Daily Rent</b> (Section #3) \$ _____ = \$ _____</p> <p><b>Total Security Deposit Deductions</b> \$ _____</p>	<p><b>Section #6 - Pet Deposit Balance</b> <i>(Skip this if Pet Deposit from Section #1 is \$0)</i></p> <p>Pet Deposit Amount (From Section #1) \$ _____</p> <p>Damages Caused by Pet(s) (Subtract from Pet Deposit) \$ _____</p> <p><b>Balance</b> \$ _____ <i>(If deductions are more than the deposit, enter the balance owed in Section #10. If there is a positive balance transfer it to Section #11)</i></p> <p><b>Section #7 - Other Deposit Balance</b> <i>(Skip this if Other Deposit from Section #1 is \$0)</i></p> <p>Other Deposit Amount (From Section #1) \$ _____</p> <p>Deductions for: (Subtract from deposit) \$ _____</p> <p><b>Balance</b> \$ _____ <i>(If deductions are more than the deposit, enter the balance owed in Section #10. If there is a positive balance transfer it to Section #11)</i></p> <p><b>Section #8 - Other Deposit Balance</b> <i>(Skip this if Other Deposit from Section #1 is \$0)</i></p> <p>Other Deposit Amount (From Section #1) \$ _____</p> <p>Deductions for: (Subtract from deposit) \$ _____</p> <p><b>Balance</b> \$ _____ <i>(If deductions are more than the deposit, enter the balance owed in Section #10. If there is a positive balance transfer it to Section #11)</i></p> <p><b>Section #9 - Security Deposit Balance</b> <i>(Skip if Security Deposit from Section #1 is \$0)</i></p> <p>Security Deposit Amount (From Section #1) \$ _____</p> <p>Total Deductions (From Section #5) (Subtract from deposit) \$ _____</p> <p><b>Balance</b> \$ _____ <i>(If deductions are more than the deposit, enter the balance owed in Section #10. If there is a positive balance transfer it to Section #11)</i></p>



Section #10 - Final Balance Due Owner/Agent		Section #11 - Refund Due Tenant(s)	
Rent Due Owner/Agent	(From Section #4) \$ _____	Rent refund due Tenant(s)	(From Section #4) \$ _____
Amount due Owner/Agent	(From Section #6) \$ _____	Deposit refund due Tenant(s)	(From Section #6) \$ _____
Amount due Owner/Agent	(From Section #7) \$ _____	Deposit refund due Tenant(s)	(From Section #7) \$ _____
Amount due Owner/Agent	(From Section #8) \$ _____	Deposit refund due Tenant(s)	(From Section #8) \$ _____
Amount due Owner/Agent	(From Section #9) \$ _____	Deposit refund due Tenant(s)	(From Section #9) \$ _____
<b>Total Owed to Owner/Agent By Tenant(s)</b>	<b>\$ _____</b>	<b>Total Refund Due Tenant(s)</b>	<b>\$ _____</b>

If Tenants are due a refund (see Section #11), a check is enclosed for the total amount of the refund. Depositing or cashing the check constitutes acceptance as payment in full.

If there is a balance due the Owner/Agent (see Section #10), the total amount owing is due immediately and must be paid within 10 days. If payment in full is not received within 10 days, appropriate legal and/or other actions may be taken to collect the amount owed. Actions may include, but are not limited to; filing a Small Claims suit, Wage Garnishment, assigning to a Collection Agency and/or reporting to a Credit Reporting Agency.

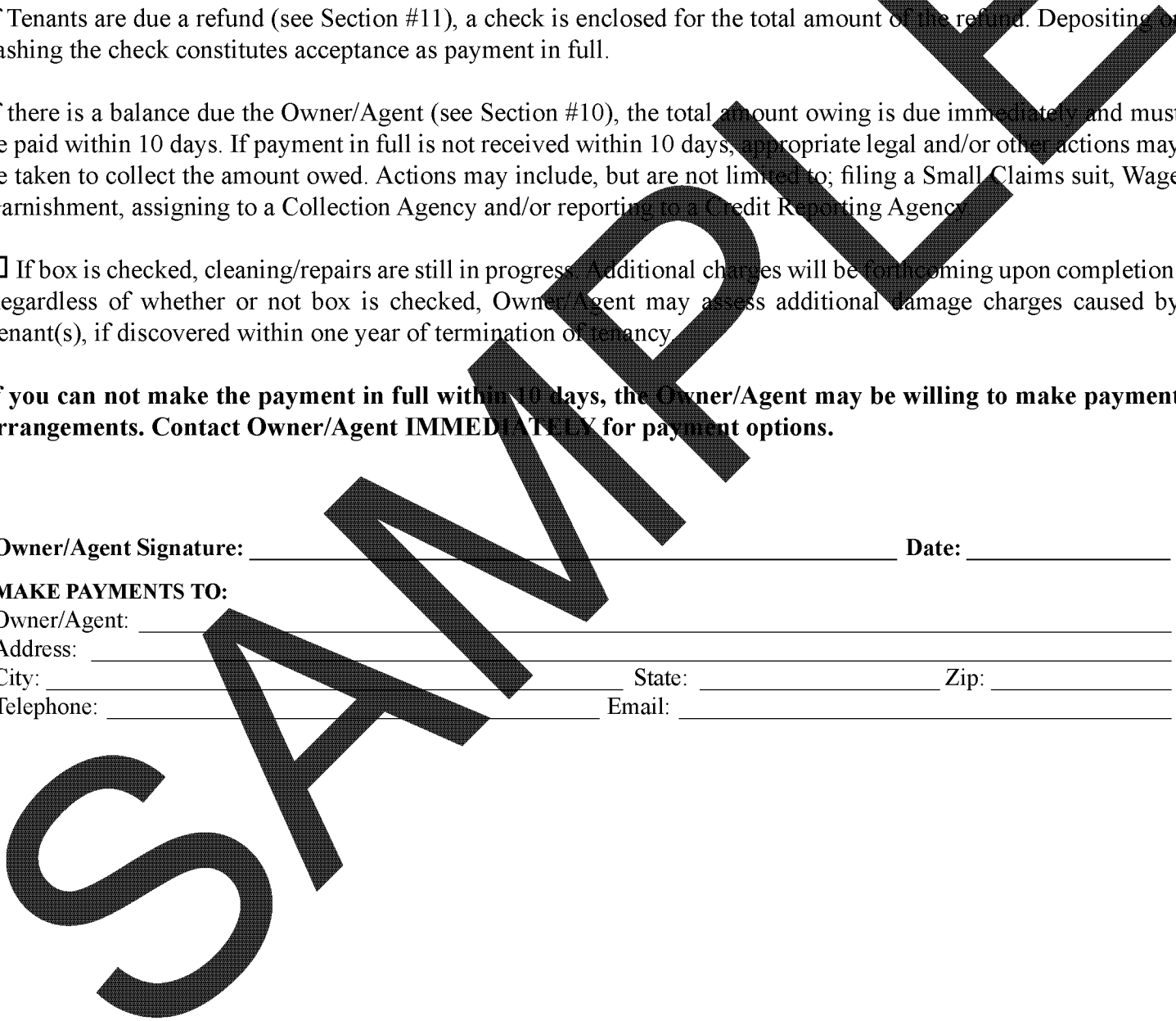
If box is checked, cleaning/repairs are still in progress. Additional charges will be forthcoming upon completion. Regardless of whether or not box is checked, Owner/Agent may assess additional damage charges caused by Tenant(s), if discovered within one year of termination of tenancy.

**If you can not make the payment in full within 10 days, the Owner/Agent may be willing to make payment arrangements. Contact Owner/Agent IMMEDIATELY for payment options.**

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

**MAKE PAYMENTS TO:**

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



*In accordance with ORS 90, Owner/Agent may claim: unpaid Rent, utilities/services, Fees, cleaning, landscaping damages, damages to Rental Unit, pet damages and recover Rent for the days necessary to prepare the Rental Unit for re-renting.*



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

**30.01.087 Security Deposits; Pre-paid Rent.**

(Added by Ordinance No. 189581; amended by Ordinance Nos. 189715 and 190064, effective August 21, 2020.) 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 in 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 Repairs.**

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 and to which a depreciated value is attached in accordance with the depreciation schedule published on the Portland Housing Bureau website. A Landlord may provide documentation reasonably acceptable to a Tenant demonstrating why a different calculation is justified for a particular item.
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 is damaged 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 depreciated value and incorporated into the Rental Agreement.
4. A Landlord may not apply the Tenant Security Deposit to the cost of cleaning or repair of flooring material except as expressly provided in ORS 90.300(7)(c) and only if additional cleaning or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of cleaning or replacement of the discrete impacted area and not for the other areas of the Dwelling Unit.
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. Within 7 days following the Commencement Date, a Tenant may complete and submit to the Landlord a Condition Report on a form provided by the Landlord, noting the condition of all fixtures, appliances, equipment, and personal property listed in the Rental Agreement, and noting damage (the "Condition Report"). Unless the Landlord disputes the Condition Report, and the Tenant and the Landlord obtain third-party validation of the condition of the Dwelling Unit, the Tenant's Condition Report 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 that will result in costs that may be deducted from the Tenant Security Deposit as of termination of the Rental Agreement (the "Termination Date"). An unresolved dispute as to the condition of the Dwelling Unit as of the Commencement Date shall be resolved in favor of the Tenant. If the Tenant does not complete and submit a Condition Report to the Landlord within 7 days of the Commencement Date then the Landlord shall hereafter complete and provide to the Tenant a Condition Report including digital photographs of the premises within 17 days following the Commencement Date. 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.

2. Within 1 week following the Termination Date a Landlord shall conduct a walk-through of the Dwelling Unit on the Tenant's behalf, 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(13). 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(13), 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 time frames prescribed by ORS 90.300.

G. Damages. A Landlord that fails to comply with any of the requirements of this Section shall be liable to the Tenant for an amount double to the amount of the Tenant's Security Deposit, plus 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 1607 NW Upper Boone Ferry Rd. Tigard, OR 97224 Phone: 503-620-0222 Toll Free: 800-452-8260 Fax: 503-684-1366
- Legal Aid Services of Oregon 221 SW 6th Avenue, Suite 200 Portland, OR 97204 Phone: 503-224-4086 Toll Free: 800-228-6958 Fax: 503-295-9496

