

No Cause Terminations and Rent Increases in Oregon (Including Portland, Milwaukie and Bend)

By Jeffrey S. Bennett, Attorney at Law

Notices of Termination			
	1 st Year of Occupancy	2 nd Year of Occupancy	Comments
Oregon	30 Days	60 Days	“First year of occupancy” includes all periods in which any of the tenants has resided in the dwelling unit for one year or less.” (See ORS 90.427(1).)
Bend	30 Days	90 Days	The first year/second year distinction is important, in Bend. Bend extended the 60 Day Notice to 90 days.
Portland	90 Days	90 Days	The first year/second year distinction is irrelevant in Portland and Milwaukie
Milwaukie			

Rent Increases

The Basic Rules: Oregon

1 st Year of Month-to-Month Tenancy	2 nd Year of Month-to-Month Tenancy	Notice Requirements
No increase allowed	90 days’ notice	The notices must specify: <ul style="list-style-type: none"> (a) The amount of the rent increase; (b) The amount of the new rent; and (c) The date on which the increase becomes effective.

Additional Rules: Portland

Can’t increase the rent or “associated housing costs” by **5 percent or more** over a **12 month period** unless...

The Landlord gives notice in writing to each affected Tenant...

- (a) At least **90 days** prior to the effective date of the rent increase; or
- (b) The time period designated in the Rental Agreement, whichever is longer.

Notices of Rent Increase must specify

- (a) The amount of the increase,
- (b) The amount of the new rent or associated housing costs;
- (c) The date when the increase becomes effective.

The Caveats

This table is a mere introduction to the foregoing laws. This table does not cover all conceivable scenarios.

The complete laws are located in Oregon House Bill 4143, Portland’s Affordable Housing Preservation Code (Code Chapter 30.01.085), and Milwaukie Ordinance Number 2118. One reading of these laws will reveal their innate deficiencies. These deficiencies create confusion regarding rent increase strategies when fixed term leases are, or were, present. The deficiencies also create more questions than they answer.

Seek competent legal advice before serving any Notice of Termination or Notice of Rent Increase.

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Additional Rules: Portland's Relocation Assistance Ordinance

(Updated February 28, 2017)

Notices of Termination

Timing	If the landlord served a 90 Day (No Cause) Notice of Termination upon the tenant, then the landlord shall pay the "Relocation Assistance" to the tenant, <i>at least 45 days prior</i> to the termination date set forth in the Termination Notice.
Non-Renewals of Fixed-Term Leases	"...A Landlord that declines to renew or replace an expiring fixed-term lease on substantially the same terms except for the amount of Rent or Associated Housing Costs terminates the Rental Agreement and is <i>subject to the provisions of this Subsection.</i> "
Revocations (Notices of Termination)	<p>If a landlord served a Notice of Termination Notice, <i>on or before February 2, 2017</i>, and the Notice termination date has not yet arrived, then the Landlord <i>has until March 4, 2017</i> (i.e., 30 days after the effective date of these provisions) to either:</p> <ul style="list-style-type: none"> (a) Give the tenant written <i>notice of that the landlord has rescinded</i> the Notice of Termination, or (b) <i>Pay</i> the Relocation Assistance.

Notices of Rent Increase

Timing	<p>If (a) the landlord serves a Notice of Rent Increase indicating a Rent increase of <i>10 percent or more within a 12 month period</i>, and</p> <p>(b) The Tenant then provides <i>written notice to the Landlord</i> of the Tenant's intent to terminate the Rental Agreement (the "Tenant's Notice"), <i>within 14 days</i> after a Tenant receives the Notice, then</p> <p>(c) <i>Within 14 days of receiving the Tenant's Notice</i>, the <i>Landlord shall pay</i> to the Tenant "Relocation Assistance."</p>
Revocations of Notices of Rent Increase <i>(This Strategy Is No Longer Available!)</i>	<p>As of the date of the creation of this updated table (February 28, 2017), Landlords are/were no longer able to revoke Notices of Rent Increase, in order to avoid having to pay Renter Relocation Assistance.</p> <p>Historical Context: Previously, a Landlord had the limited ability to revoke a Notice of Rent Increase, when all of the following facts were present: (a) The Landlord had served a Notice of Rent Increase upon a Tenant prior to February 2, 2017, (b) the Tenant served a responsive Notice of Termination upon the Landlord on or before February 16, 2017, and (c) the Landlord served a Revocation of Notice of Rent Increase upon the Tenant within 14 days thereafter. Without all of those facts being present, revocations were impermissible and ineffective.</p> <p>The window for implementing the revocation/rescission exception closed in February.</p>

Amount of Relocation Assistance

Studio: \$2,900	Single Room Occupancy: \$2,900	1 Bedroom: \$3,300	2 Bedroom: \$4,200	3 (+) Bedroom: \$4,500
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Exceptions

Week-to-week tenancies	
Landlords who rent out or leases out only one Dwelling Unit in the City of Portland	
Landlords who temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than three years	
Tenants that occupy the same Dwelling Unit as the Landlord	© Jeffrey S. Bennett, Attorney at Law