

# Landlord and Tenant Rights and Responsibilities

Oregon's Residential Landlord and Tenant Act spells out the rights and responsibilities of both landlords and tenants. Major points of that law are discussed here. This is not intended to be a substitute for legal advice nor to replace the services of a lawyer. For advice about a specific legal problem or for more in-depth information, see your lawyer. If you need a lawyer and do not have one, call the Lawyer Referral Service of the Oregon State Bar by calling 224-6580 or the toll free number, 1-800-452-7636. If you cannot afford legal help, you may qualify for assistance. Check with the Legal Aid office in your area.

## Rental Agreements

Several types of rental agreements can be made. The rights and responsibilities of both landlord and tenant are spelled out by law, but depend on the type of agreement.

### Oral agreement

Nothing on paper defines this type of relationship between the landlord and tenant. The rent is paid weekly, bi-weekly, or monthly. Either the landlord or the tenant can end the agreement for almost any reason with a written notice; for example, if the tenant pays rent monthly, a 30-day written notice is necessary to end the agreement. If the tenant pays rent weekly, a 10-day written notice is necessary.

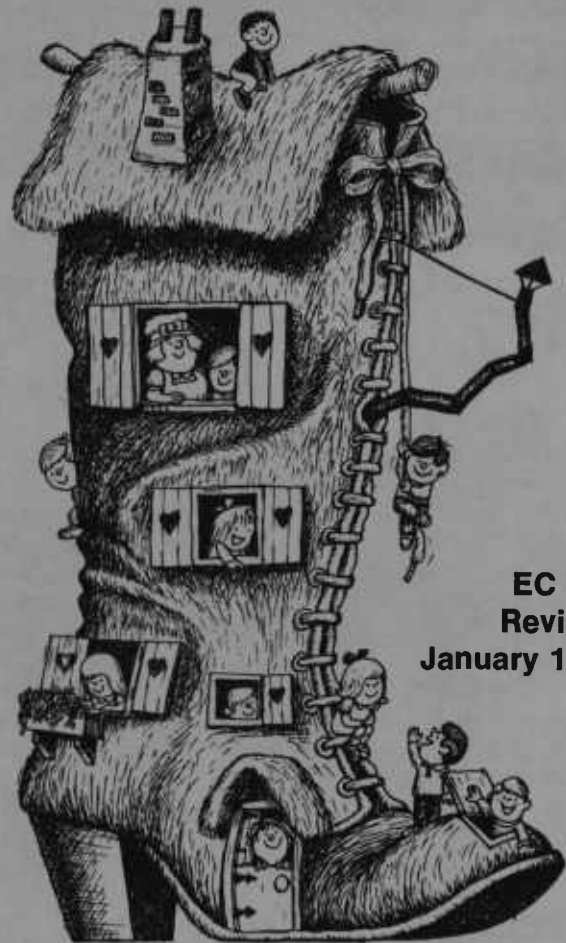
### Written agreement

A written rental agreement states the tenant's and landlord's rights and responsibilities. The agreement can be ended with written notice from either, for any reason. In either an oral or written agreement, the landlord can raise the rent only after giving a 30-day written notice.

Oregon law requires the landlord to provide the tenant with a copy of any written agreement and with all amendments or additions to that agreement.

### Lease

A written lease agreement guarantees occupancy for a specified length of time, usually 1 year. Leases spell out the rights and responsibilities of both the landlord and the tenant. With a lease, a tenant cannot be asked to move during the term of the lease unless the tenant breaks one of the conditions in the lease or the lease allows it. The lease also can indicate that rent cannot be raised during the lease period.



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## Contents of agreements

The landlord is required by law to give a tenant, in writing, the name and address of the owner or an agent for the owner and the person authorized to manage the premises. This information must be kept up to date.

The following information is not required by law, but should be a part of any oral or written agreement:

- Landlord's name and address. A telephone number to call for emergency repairs for essential services. The tenant's emergency telephone number. This information must be kept up to date.
- Amount of rent, date due, and where payable.
- Extension or renewal conditions for a lease. If a lease is automatically renewed, what additional information is required for termination of that lease?

• List of repairs to be made before tenant moves in. Even with an oral agreement, both the tenant and landlord should sign a list of needed repairs.

• Responsibility for payment of oil, electricity, gas, water, and T.V. cable. The landlord is responsible for garbage disposal unless the tenant has agreed in writing to the contrary. If the tenant pays, what deposits are required?

• If the tenant pays for any utilities for the landlord or other tenants, this must be noted in writing in the rental agreement.

• Special services provided by the landlord, including building and grounds maintenance.

• A written understanding of deposits and fees; conditions for refunds.

• Rules regarding use and occupancy of the unit. The rules must be clear and apply to all tenants in a fair way.

If you are a prospective tenant, before signing a written rental agreement, read everything, especially the small print. Write down any other agreements you make with the landlord and make them part of the written agreement. Do not sign an agreement with blank spaces; fill such spaces with X's. Do not be reluctant to cross out words or paragraphs in a written form if they do not apply to your agreement. You and the landlord should initial any modification. Be sure you understand what you are signing. If you do not, ask questions.

## Deposits

Deposits may be required at the time a tenant enters into a rental agreement, and may vary in kind and amount. Such deposits may cover cleaning, security, keys, or damage caused by pets. Deposits or fees specified as "non-refundable" need not be returned when the tenant moves out.

The agreement or receipt should state such information, and the tenant should have a clear understanding of this provision. However, the landlord may specify that *part* of the deposit is refundable, but the balance is not. For instance, the agreement may state that \$50 is non-refundable.

A landlord can keep a refundable deposit for the following reasons:

- Repairing damages to the property by tenant, guests, or pets, beyond normal wear and tear.
- Replacement of lost keys.
- Unpaid rent if the tenant moves out without appropriate written notice or if a tenant changes his mind about the rental after making the agreement and before moving in. In this case, the tenant is liable for any loss of rental income by the landlord up to 30 days.
- Any other damages caused by the tenant's violation of the rental agreement.

The landlord cannot require the tenant to stay a specified length of time before the deposit will be refunded if the tenant complies with the other conditions of termination of the rental. For instance, the agreement cannot state that the deposit will be returned only if the tenant stays 6 months or more.

A landlord must return the tenant's full refundable deposit or give the tenant a written account of any portion withheld. If the landlord finds any damage done or cleaning required beyond normal wear and tear, the landlord must send the tenant a written accounting of costs, and refund any of the deposit remaining. This must be done within 30 days after the termination of the tenancy. If the costs exceed the deposit, a bill may be sent to the tenant, specifying a reasonable deadline for payment. After the deadline has passed, the landlord can take legal action to recover such costs.

If a tenant feels that a deposit was wrongfully withheld, the tenant may take legal action and recover twice the amount wrongfully withheld. If the property is sold during the tenancy, the new landlord is responsible for the return of the deposit. The landlord is not required to hold the deposit in a separate account or to pay interest on it.

After cleaning the rental unit, the tenant should call the landlord and ask for an inspection, checking off the items on the condition sheet. The landlord is not required by law to inspect the rental. If no inspection is held and there is chance of a dispute, tenants might take pictures or obtain statements by witnesses.

## Tenant's Rights and Recourses

Tenant's rights	Tenant's recourses
<p>A tenant is entitled to a rental that is <i>habitable</i>. This includes:</p> <ul style="list-style-type: none"> <li>• Clean, sanitary premises free from debris, filth, rubbish, garbage, or vermin.</li> <li>• Effective waterproofing and weather protection of roof, windows, doors and exterior.</li> <li>• Plumbing facilities that conformed to law at the time of installation and are maintained in good working order.</li> <li>• Water and sewage disposal systems that meet legal requirements.</li> <li>• Adequate heating and lighting facilities that conformed to law at the time of installation and are maintained in good working order.</li> <li>• Adequate garbage facilities, and the areas under landlord control must be kept clean, sanitary, and free from filth and vermin.</li> <li>• Floor, walls, ceilings, stairways, and railings, kept in good repair.</li> <li>• Continued maintenance and good working order for any appliances or facilities supplied by the landlord.</li> <li>• Safety from fire.</li> <li>• Working locks and keys.</li> </ul> <p>Heat, water, and electricity are specifically named as essential services by the law.</p>	<p>If the landlord fails to comply with an important part of the rental agreement or the premises are not habitable through no fault of the tenant:</p> <ul style="list-style-type: none"> <li>• The tenant can give at least 30 days written notice of the problem, and move. However, if the landlord corrects the problem, the rental agreement is not ended.</li> <li>• The tenant also can take formal legal action against the landlord for damages.</li> <li>• If an <i>essential service</i> is involved, such as heat, water, or electricity, the tenant must give written notice of the problem and give the landlord 7 days to fix the problem. If it is not fixed, the tenant can move out. If the landlord is <i>deliberately or grossly</i> negligent in not supplying an <i>essential service</i>, the tenant wishing to take action must give written notice of the problem and may: <ul style="list-style-type: none"> <li>• Get the service restored and deduct the cost from the rent payment, or</li> <li>• Recover, through the courts, part of the rent paid, because the fair rental value of the unit was lowered, or</li> <li>• Move into another house during the time the landlord does not remedy the situation, stop paying rent to the landlord, and recover from the landlord the cost of the other housing—up to an amount equal to the rent.</li> </ul> </li> </ul> <p>If the landlord <i>negligently</i> fails to supply an <i>essential service</i>, the tenant wishing to take action must allow a reasonable time to have the repairs done and have the service restored. Then the tenant then can have the service restored or the condition repaired and, after giving receipts or evidence of payment to the landlord, deduct from the rent payment the cost of the work. This action is limited to \$200 unless there is a mutual agreement to go above that amount.</p>
<p>A tenant is entitled to possession of the premises during the tenancy. A tenant cannot be locked out or have essential services such as heat, water, and electricity deliberately turned off by the landlord.</p>	<p>The tenant may:</p> <ul style="list-style-type: none"> <li>• Sue for 2 months rent or two times actual damages, whichever is greater, and</li> <li>• Recover possession, or</li> <li>• Terminate the rental agreement.</li> </ul>
<p>The tenant is entitled to a refund of prepaid rent, if after moving out, the landlord re-rents the unit during the period for which the rent was already paid.</p>	<p>The tenant may bring legal action and recover two times the amount wrongfully withheld.</p>
<p>A tenant has the right to at least 24 hours notice before a landlord enters the premises, except in emergencies.</p>	<p>If a landlord does not give lawful notice or makes excessive entries, the tenant can get a court order stopping the practice, or end the rental agreement. In either case, the tenant also may recover at least 2 month's rent in damages.</p>



**Don't create problems.  
Understanding rights  
helps avoid troubles.**

## Tenant's Rights and Recourses—Continued

Tenant's rights	Tenant's recourses
<p>The tenant has the right to:</p> <ul style="list-style-type: none"> <li>• Complain to an agency about a building code violation that affects health and safety.</li> <li>• Join or organize a tenant's union.</li> <li>• Complain to the landlord about an improper rent increase notice, an "unfit" condition at the rental unit, abuse of the landlord's right of access, locking the tenant out, or cutting off services to the tenant.</li> <li>• Testify against the landlord at a legal proceeding.</li> </ul> <p>The landlord may not retaliate by raising rent, decreasing services, or threatening to evict the tenant if tenant asserts these rights.</p>	<p>The tenant may:</p> <ul style="list-style-type: none"> <li>• Sue for 2 months rent or two times actual damages, whichever is greater, and</li> <li>• Recover possession, or</li> <li>• Terminate the rental agreement.</li> </ul>
<b>Landlord's Rights and Recourses</b>	
Landlord's rights	Landlord's recourses
<p>The landlord is entitled to receive the rent on the day it is due.</p>	<p>A reasonable late fee can be charged if there is prior written agreement or on notice of a change in rules. If the rent is due and unpaid after 10 days, the landlord can give the tenant 24 hours' notice to pay the rent in full or move. If the tenant does not move, the landlord can then take legal action to regain possession under the Forcible Entry and Unlawful Detainer law (FED). This law enables the landlord to secure possession of the rental unit through order, enforced by the county sheriff's staff. (A sheriff cannot forcibly evict a tenant without a court order.)</p>
<p>The landlord has a right to expect the tenant and guests to conduct themselves in a manner that will not harm or threaten to harm the landlord, other tenants, or the rental unit.</p>	<p>If the tenant or someone in his control endangers the health or safety of the landlord or other tenants or substantially damages or threatens to damage the dwelling unit, the landlord can end the rental agreement after a 24-hour written notice specifying the cause. If the tenant does not move immediately after such notice, the landlord can take possession of the rental unit through legal action under the Forcible Entry and Unlawful Detainer law (FED).</p>
<p>The landlord has a right to prohibit pets.</p>	<p>If the tenant violates the rental agreement, and keeps a pet in the rental, the landlord may give the tenant a 10-day notice to remove the pet or to move. If the tenant removes the pet, but has a pet again within 6 months, the landlord may end the rental agreement with 10 days' written notice.</p>
<p>The landlord has a right of reasonable access to the premises. The tenant cannot unreasonably refuse the landlord access to the rental unit for inspection, services, repair, or showing the premises to a prospective renter or buyer. Unless it is an emergency or the tenant agrees to the contrary, the landlord must give the tenant at least 24 hours' notice before entering the premises.</p>	<p>If the tenant refuses to allow lawful access, the landlord can get a court order giving right to enter, or the landlord can end the rental agreement. In either case, the landlord can recover damages.</p>

