

COVID- 19 EVICTION MORATORIUM

During the pandemic, tenants can defer paying their rent between April 1-September 30, 2020. Landlords cannot evict tenants for nonpayment during this time. Tenants will have a six-month grace period (until March 31, 2021) to pay back the deferred rent. Landlords cannot charge late fees or other charges based on nonpayment of rent between April 1-September 30, 2020. Landlords also cannot give notices of termination without cause or file for an eviction based on a termination without cause between April 1 and September 30.

This new law applies everywhere in Oregon.

The Legislature passed HB 4213 on June 26, 2020. Under the new law, no landlord in Oregon is allowed to do any of the following things until **October 1, 2020**:

- Give a termination notice for nonpayment of rent, fees, utilities, or other charges
- Charge a late fee or penalty for nonpayment
- Give a termination notice without cause (unless the landlord has sold the rental to someone who plans to move in)
- Start an eviction case based on nonpayment
- Start an eviction case based on a termination without cause
- File for noncompliance with a stipulated agreement in eviction court if the eviction was based on nonpayment or a termination without cause
- Report a tenant to a credit agency for nonpayment of rent or a late fee

Any rent that came due between April 1, 2020, and September 30, 2020, must be paid by **March 31, 2021**. Starting on October 1, tenants need to pay their rent each month under the terms of the rental agreement. But tenants have **six months** to pay back rent that built up before October. Starting in October and after, a landlord can evict a tenant for not paying rent under the terms of the rental agreement but cannot evict a tenant for not paying any rent that was deferred between April 1 and September 30. A landlord will have to wait until April 1, 2021 to evict a tenant for not paying rent that came due during the eviction moratorium.

If a landlord violates any part of the new law, a tenant can get a court order to force the landlord to allow the tenant to move back into their home. And a tenant can also sue the landlord for three months' rent.

Tenants' obligations under the new law

Under the new law, a landlord can give the tenant a notice saying how much rent the tenant owes and will have to pay back by March 31, 2021.

Starting October 1, 2020 a landlord can also give a notice to the tenant requiring that the tenant tell the landlord within 14 days if the tenant plans to use the six-month grace period to pay back any rent owing.

- **It is extremely important that tenants respond to this notice.**
- If a tenant does not tell the landlord that they plan to use the six-month grace period to pay back the deferred rent, the landlord can charge the tenant half a month's rent as a penalty.

Tenants can notify their landlord that they plan to use the six-month grace period by text, email, letter, or verbally. But tenants should be sure to keep a record of all of their communications with their landlords about their rent repayments. **A sample letter to use to tell your landlord that you plan to use the six-month grace period to pay back rent is attached.**

This information is current as of July 1, 2020.

FREQUENTLY ASKED QUESTIONS:

- Is a landlord allowed to give a tenant a notice saying that the tenant owes rent?
 - **YES.** Under the new law, a landlord is allowed to tell the tenant how much rent the tenant owes. But the landlord is not allowed to say that the landlord intends to evict for nonpayment of the rent that's owed until after March 31, 2021.
- Are a landlord and a tenant allowed to work out a payment plan to cover back rent?
 - **Yes.** A landlord and a tenant can come to an agreed repayment plan, but a tenant is not required to enter into any kind of payment plan. A tenant is only required to tell the landlord that they plan on paying back rent during the six-month grace period, and to pay back all of the rent that's owed on or before March 31, 2021.
- Can a landlord evict a tenant for nonpayment after October 1, 2020?
 - **Yes,** but only for rent that is due for October or later. If a tenant doesn't pay October rent (or November, December, etc.) the landlord is allowed to give a notice of termination for nonpayment and, if the tenant doesn't pay, the landlord can file for eviction. But a landlord cannot give a notice of termination or file for eviction based on rent that came due between April and September of 2020.
- What if the first year of my tenancy was up during the eviction moratorium? Is a landlord allowed to give a no-cause termination notice?
 - **Yes.** If the first year of your tenancy ends (or ended) between April 1 and September 30, a landlord is allowed to give a no-cause notice of termination by October 30, 2020. If you and everyone else in your household had already lived in your place for a year before April 1, 2020, then the landlord is not allowed to give a no-cause termination unless the landlord has sold the place to someone who plans to move in, the landlord lives on the same property in a duplex or ADU (or you live on the same property as the landlord in a duplex or ADU), or the landlord plans to demolish or remodel the property.
- Can a landlord give me a notice of termination for cause, or file for eviction based on a notice for cause?
 - **Yes.** The new law only covers evictions for nonpayment of rent or no cause terminations. A landlord is still allowed to give a tenant a notice based on a violation of the rental agreement.
- What should I do if the landlord violates the new law?
 - You can tell the landlord in writing that you think they are violating the law.
 - You can contact the Oregon Law Center or Legal Aid Services of Oregon. You can find your local office here: <https://oregonlawhelp.org//resource/oregon-legal-aid-offices>
 - You can contact the Community Alliance of Tenants: <https://www.oregoncat.org/>
 - You can contact the Oregon State Bar's lawyer referral service: <https://www.osbar.org/public/ris/>

This information is changing very quickly. More information about housing issues related to the COVID-19 outbreak is available at OregonRentersRights.org and at oregonlawhelp.org/classroom/public-health-and-coronavirus-covid-19/housing-protections

Tenant's name and address:

Date: _____

Dear Landlord:

As required by HB 4213 (2020), I am notifying you that I plan to use the six-month grace period to pay any nonpayment balance for rent that came due during the COVID-19 emergency. I understand that I will have to pay any balance due by March 31, 2021.

Sincerely,

_____ (tenant name)