

RENTER'S HANDBOOK ON PORTLAND'S RELOCATION ASSISTANCE

Bad news: You've received a No Cause Notice of Termination from your landlord OR you received a Notice of a Rent Increase OR your landlord is refusing to renew your lease on the similar terms as your old lease.

Good news: You may be eligible for relocation assistance from your landlord.

This packet contains information about how to ask for (when necessary) and obtain relocation assistance if your landlord is forcing you to move due to no fault of your own. If you follow the steps outlined in this packet and keep good records of all of the steps you take, it is more likely that you will be able to obtain relocation assistance.

It is **very important** throughout the process to **keep records of your written communications** with your landlord.

This packet contains the following:

- Information about the City of Portland's relocation assistance law
- Guidelines for obtaining relocation assistance, including step-by-step instructions
- Letters to use in communicating with your landlord about relocation assistance

PORTLAND'S RELOCATION ASSISTANCE LAW

- Certain tenants living in the City of Portland may have the right to relocation assistance from their landlord if the landlord is forcing the tenant to move due to no fault of their own. PCC 30.01.085.
- In order to be eligible for relocation assistance you must qualify based on two separate factors. The first factor is a qualifying landlord action. The second factor is being a qualifying tenant.

Qualifying Landlord Action

- In order to be eligible for relocation assistance your landlord must have done ONE of the following three things:
 1. Served you with a No Cause Notice of Termination.
 2. Served you with a Notice of Rent Increase that increases your rent by 10% or more in the last twelve months.
 3. Failed to renew your lease on substantially similar terms.

Being a Qualifying Tenant

- In order to be eligible for relocation assistance you must meet ALL of the following requirements:
 1. You must live in the City of Portland. (Not sure? Use this tool to double-check: <https://www.portlandoregon.gov/sicktime/article/474808>)
 2. You cannot live with your landlord.
 3. Your landlord must have more than one rental unit in the City of Portland, including rental units owned under different names, including corporations or companies. (Not sure? Call the Multnomah County Tax Assessors Office at (503) 988-3326 and ask if your landlord owns any other property in the City of Portland).
 4. Your rental agreement cannot be week to week.
 5. You cannot be living in your landlord's primary home while he or she is gone for 3 years or less and plans to return.

Requesting Relocation Assistance

- If you received a No Cause Notice of Termination, you do not need to do anything to get relocation assistance.
- If you received a Notice of Rent Increase, you must give your landlord a written notice that tells your landlord that you plan to end your tenancy due to the rent increase and are requesting relocation assistance. This written notice is NOT a

notice to end your tenancy. You do not need to put a move out date in this notice. You **must** give this written notice to your landlord within **45 days** of receiving the rent increase notice.

- If your landlord refuses to renew your lease on substantially the same terms, the law does not require that you do anything to get relocation assistance. However, the reality is that you may need to ask for relocation assistance depending on your specific situation. See GETTING RELOCATION ASSISTANCE: STEP BY STEP below for further instructions.

Landlord's Payment of Relocation Assistance

- If you received a No Cause Notice of Termination, your landlord must pay you relocation assistance 45 days before the move out date in the No Cause Notice of Termination.
- If you received a Notice of Rent Increase, your landlord must pay you relocation assistance within 31 days of when you gave your landlord written notice that you plan to end your tenancy due the rent increase.
- If your landlord refuses to renew your lease on substantially the same terms, the law does not specify when your landlord must pay you relocation.

Amount of Relocation Assistance

- The amount of relocation assistance depends on how big your rental unit is:

Number of Bedrooms	Amount of Relocation Assistance
Single Room Occupancy or Studio	\$2,900
1 Bedroom	\$3,300
2 Bedroom	\$4,200
3 Bedrooms or more	\$4,500

Failing to Move Out After Receiving Relocation Assistance

- If you received a No Cause Notice of Termination and fail to move out by the move out date in the Notice, your landlord can file an eviction court case against

you regardless of whether or not the landlord paid you relocation assistance. The landlord's failure to pay relocation assistance is not a defense to an eviction court case, meaning that it will not allow you to win the case and stay in your rental unit. For more information about eviction court cases go to www.oregonrentersrights.org or request a copy of Legal Aid's eviction handbook.

- If you received a Notice of Rent Increase that increases your rent by 10% or more in the last twelve months and you received relocation assistance after giving your landlord notice of your intent to end the rental agreement, you must give you landlord a notice terminating your tenancy within **6 months** of the rent increase going into effect. Your notice must include a date you will move out which is at least 30 days from the date of the notice (33 days if you are mailing the notice). **If you don't give your landlord a notice terminating your tenancy within 6 months of the rent increase going into effect, you are responsible for paying the relocation assistance back to your landlord!**
- If your landlord refuses to renew your lease on substantially the same terms and your lease does not have a term that converts the lease automatically to a month to month, you may need to move out on the date your lease expires. If you fail to move out by the date your lease expires, your landlord can file an eviction court case regardless of whether or not the landlord paid you relocation assistance. The landlord's failure to pay relocation assistance is not a defense to an eviction action, meaning that it will not allow you to win the eviction court case and stay in your rental unit. For more information about eviction court cases go to www.oregonrentersrights.org or request a copy of Legal Aid's eviction handbook.

GETTING RELOCATION ASSISTANCE: STEP BY STEP

Once you have determined that you are eligible for relocation assistance, you can take the following in order to get your money. The steps you need to follow will be different depending on what the qualifying landlord action is in your situation. Follow the steps for the type of qualifying landlord action that applies to you.

The most important thing to remember when asking your landlord for relocation assistance is that you put all communication to your landlord **in writing and keep a copy**.

IF YOU RECEIVED A NO CAUSE NOTICE OF TERMINATION:

➤ Step One: Letter A

After receiving a No Cause Notice of Termination, you should not have to do anything to receive relocation assistance. If you do not receive relocation assistance 45 days before the move out date in the No Cause Notice of Termination you should give your landlord **Letter A**. Letter A is a demand that your landlord pay you relocation assistance.

Either give the letter to your landlord personally or send it through regular first class mail – **NOT certified or registered mail**, as those can take much longer to arrive. Be sure to **keep a copy** of the letter.

➤ Step Two: Legal Action

If you do not receive relocation assistance after sending Letter A, you have a legal claim against your landlord. You should file a claim in Small Claims Court. In your claim, you can ask for the amount of relocation assistance you are entitled to, plus three times your monthly rent and your court costs. A claim must be filed within one year of when the landlord was supposed to pay you relocation assistance. For more information about Small Claims Court, go to www.oregonrentersrights.org or ask for a copy of our Renter's Handbook on Small Claims Court.

- For legal assistance, you can contact the Oregon State Bar's lawyer referral service at 800-452-7636.
- There is also information and assistance available to help you represent yourself in court. For more information, go to your county law library or visit: http://www.osbar.org/public/legalinfo/1061_SmallClaims.htm

IF YOU RECEIVED A NOTICE OF RENT INCREASE:

➤ Step One: Letter B

After receiving a Notice of Rent Increase that raises your rent 10% or more in the last twelve months, you will need to decide if you want to stay and pay the higher rent or move and request relocation assistance. If you decide to move and request relocation

assistance, you will need to give your landlord **Letter B** within 45 days of the date of the Notice of Rent Increase.

Either give the letter to your landlord personally or send it through regular first class mail – **NOT certified or registered mail**, as those can take much longer to arrive. Be sure to **keep a copy** of the letter.

Your landlord has 31 days from receiving Letter B to pay you relocation assistance.

➤ Step Two: Letter C

If you do not receive relocation assistance within 31 days of giving your landlord Letter B, you should give your landlord **Letter C**. Letter C is a demand that your landlord pay you relocation assistance.

Either give the letter to your landlord personally or send it through regular first class mail – **NOT certified or registered mail**, as those can take much longer to arrive. Be sure to **keep a copy** of the letter.

➤ Step Three: Legal Action

If you do not receive relocation assistance after sending Letter A, you have a legal claim against your landlord. You should file a claim in Small Claims Court. In your claim, you can ask for the amount of relocation assistance you are entitled to, plus three times your monthly rent and your court costs. A claim must be filed within one year of when the landlord was supposed to pay you relocation assistance. For more information about Small Claims Court, go to www.oregonrentersrights.org or call Legal Aid at (503) 224-4086 and ask for a copy of our Renter's Handbook on Small Claims Court.

- For legal assistance, you can contact the Oregon State Bar's lawyer referral service at 800-452-7636.
- There is also information and assistance available to help you represent yourself in court. For more information, go to your county law library or visit: http://www.osbar.org/public/legalinfo/1061_SmallClaims.htm

IF YOUR LANDLORD FAILED TO RENEW YOUR LEASE:

➤ Step One: Read your lease

The first thing to do is look at your lease to see what it says happens when the lease expires.

Some leases say that when they expire, the tenancy becomes a month-to-month agreement. If this is what your lease says, then you are not eligible for relocation assistance upon your lease becoming a month-to-month.

Some leases say that when they expire, the tenancy ends. If this is what your lease says, then you are eligible for relocation assistance if your landlord fails to offer you a new lease. The law does not say when the landlord is supposed to pay you relocation assistance. If you have been paid relocation assistance 45 days before the date your lease expires, jump to **Step 3**.

Regardless of what your lease says happens when the lease expires, if your landlord offers you a new lease or a month to month agreement with different terms that significantly change your tenancy, you are eligible for relocation. Examples of different terms that may entitle you to relocation include being charged for utilities when you were not charged for utilities before or losing an assigned parking space. In order to obtain relocation assistance in this situation, you need to write your landlord a letter notifying them that you do not intend to renew your tenancy due to the different terms being offered and are requesting relocation. If this applies to you, jump to **Step 2**.

➤ Step Two: Letter D

Either give the letter to your landlord personally or send it through regular first class mail – **NOT certified or registered mail**, as those can take much longer to arrive. Be sure to keep a copy of the letter.

➤ Step Three: Letter E

After being told that your landlord will not renew your lease entirely or will not renew your lease on substantially similar terms, you do not have to do anything to receive relocation assistance. If you do not receive relocation assistance 45 days before the date your lease expires you should give your landlord **Letter D**. Letter D is a demand that your landlord pay you relocation assistance.

Either give the letter to your landlord personally or send it through regular first class mail – **NOT certified or registered mail**, as those can take much longer to arrive. Be sure to **keep a copy** of the letter.

➤ Step Two: Legal Action

If you do not receive relocation assistance after sending Letter A, you have a legal claim against your landlord. You should file a claim in Small Claims Court. In your claim, you can ask for the amount of relocation assistance you are entitled to, plus three times your monthly rent and your court costs. A claim must be filed within one year of when the landlord was supposed to pay you relocation assistance. For more information about Small Claims Court, go to # or ask for a copy of our Small Claims Court Handbook.

- For legal assistance, you can contact the Oregon State Bar's lawyer referral service at 800-452-7636.
- There is also information and assistance available to help you represent yourself in court. For more information, go to your county law library or visit: http://www.osbar.org/public/legalinfo/1061_SmallClaims.htm.

Letter A

Date: _____

Dear Landlord:

I am/was a tenant at _____ . On _____ (date) you served me with a No Cause Termination Notice.

Under Portland Ordinance 30.01.085 you were required to pay me relocation assistance in the amount of \$ _____ (how much assistance you are entitled to). Your failure to pay me relocation assistance when it was due entitles me to the amount of the relocation assistance plus three times my monthly rent.

I demand that you pay me \$ _____ (relocation assistance plus three times your rent) within ten days of today's date. Please mail payment to _____ (address). If you do not pay me by _____ (10 days from date of letter) I will file a claim in small claims court.

I know that ORS 90.385 does not permit a landlord to retaliate against a tenant who asserts their rights under the law.

Thank you,

_____ (tenant name)

_____ (tenant address)

Letter B

Date: _____

Dear Landlord:

I am/was a tenant at _____ . On _____ (date) you served me with a Notice of Rent Increase. The rent increase in this Notice will result in a rent increase of 10 percent or more within the last twelve months.

This is my notice that I intend to terminate my rental agreement as a result of your Notice of Rent Increase. Therefore, please pay me the appropriate relocation assistance under Portland Ordinance 30.01.085(C) within 31 days.

I know that ORS 90.385 does not permit a landlord to retaliate against a tenant who asserts their rights under the law.

Thank you,

_____ (tenant name)

_____ (tenant address)

Letter C

Date: _____

Dear Landlord:

I am/was a tenant at [your address]. On _____(date) you served me with a Notice of Rent Increase. I gave you written notice of my intent to terminate the rental agreement within 45 days of receiving the Notice of Rent Increase.

Under Portland Ordinance 30.01.085 you were required to pay me relocation assistance in the amount of \$_____ (how much assistance you are entitled to). Your failure to pay me relocation assistance when it was due entitles me to the amount of the relocation assistance plus three times my monthly rent.

I demand that you pay me \$_____ (relocation assistance plus three times your rent) within ten days of today's date. Please mail payment to _____(address). If you do not pay me by _____ (10 days from date of letter) I will file a claim in small claims court.

I know that ORS 90.385 does not permit a landlord to retaliate against a tenant who asserts their rights under the law.

Thank you,

_____ (tenant name)

_____ (tenant address)

Letter D

Date: _____

Dear Landlord:

I am/was a tenant at _____ . On _____ (date) you notified me that you were not renewing my lease on substantially the same terms.

Under Portland Ordinance 30.01.085 you were required to pay me relocation assistance in the amount of \$ _____ (how much assistance you are entitled to). Your failure to pay me relocation assistance when it was due entitles me to the amount of the relocation assistance plus three times my monthly rent.

I demand that you pay me \$ _____ (relocation assistance plus three times your rent) within ten days of today's date. Please mail payment to _____ (address). If you do not pay me by _____ (10 days from date of letter) I will file a claim in small claims court.

I know that ORS 90.385 does not permit a landlord to retaliate against a tenant who asserts their rights under the law.

Thank you,

_____ (tenant name)

_____ (tenant address)

