

## GRACE PERIOD EXTENSION AND TENANT PROTECTIONS SENATE BILLS 278 AND 282 (2021 LEGISLATIVE SESSION)

Updated June 29, 2021

**The statewide moratorium on evictions for nonpayment and evictions without cause ends on June 30, 2021.** Starting July 1, rent is due every month, and tenants can face eviction for nonpayment if rent is not paid in time. Starting July 1, no-cause evictions that were allowed prior to the COVID pandemic are once again allowed.

But two new laws, [Senate Bill 282](#) and [Senate Bill 278](#), provide important protections to help tenants recover from the pandemic period.

- Senate Bill 282 says that tenants have more time to pay back-due rent, fees or other charges that came due during the moratorium period. From July 1, 2021 through February 28, 2022, **landlords cannot evict tenants for rent arrears from April 1, 2020 to June 30, 2021.** This new law contains additional tenant protections such as relaxed limitations on guest occupancy, protection from negative credit and eviction history during the pandemic, and increased protection from retaliation.
- Senate Bill 278 says that if a tenant shows their landlord documentation that they have applied for rent assistance, the landlord is **not allowed to evict that tenant for nonpayment for 60 days, to allow for processing of the rent assistance application.**

**Importantly, Oregon now has hundreds of millions of dollars in federal rent assistance available to help low-income tenants pay off back-due rent, utilities, and other housing expenses. In addition, rent assistance for up to three months of forward rent is available.**

See below for more detail about these new protections:

### Grace Period for Money that was Unpaid During the Covid Crisis

From July 1, 2021 through February 28, 2022, **landlords may not terminate tenants for nonpayment of rent, fees, or other charges that came due between April 1, 2020 and June 30, 2021.** This protection is automatic, and no declaration, income eligibility, or other criteria are necessary to qualify for this protection. However, starting **July 1, 2021**, landlords will be able to issue termination notices for nonpayment of rent, fees, or other charges that come due **on or after July 1, 2021.**

### Nonpayment Eviction 60-day Pause for Tenants who Have Applied for Rent Assistance

If a tenant applies for rent assistance and provides documentation of their application to their landlord, **that tenant may not be evicted for nonpayment of rent for 60 days from the time they provide the landlord with documentation.** Rent assistance providers will need to promptly provide a dated application receipt to each tenant who applies for assistance. The documentation the tenant provides to the landlord can be an email, screenshot, or other written or electronic documentation from the rent assistance provider verifying that the tenant has applied for rent assistance. The purpose of this pause is to prevent tenants from being evicted while their rent assistance applications are pending.

**If a tenant receives a ten-day nonpayment termination notice, the tenant may provide documentation to the landlord of their application for rent assistance before the ten-day notice period is up, to avoid having an eviction proceeding filed.** If the tenant provides the documentation to the landlord before an eviction case is filed, the landlord must not file an eviction case. If a landlord files an eviction case for nonpayment within 60 days of receiving documentation from the tenant, the case must be dismissed. If the rent is still unpaid by 60 days from when the documentation was provided, the landlord may serve a new termination notice for nonpayment, and file a new eviction case for nonpayment if the rent is not paid by the time the notice expires.

If the tenant does not provide the landlord with documentation of rent assistance application before the ten day termination notice expires, the landlord may file an eviction proceeding. If the tenant provides the landlord with documentation after an eviction case has been filed, at or before the first appearance date, the case must be set-over by the court for at least 60 days. If the amount owed is paid while the case is pending, the case must be dismissed.

If the landlord does not get paid what is owed within 60 days, the landlord may move forward with the eviction.

### Ten Day Nonpayment Notices

Until February 28, 2022, termination notices for nonpayment of rent must give at least **ten days** to pay the rent and avoid eviction. Nonpayment termination notices must state that the tenant has until February 28, 2022 to repay any nonpayment balance from April 1, 2020 to June 30, 2021. These notices must also include information about where tenants may access rent assistance, and must tell tenants that they can provide their landlords with documentation of a rent assistance application in order to pause any eviction process for 60 days.

### An Example

For example, if a tenant did not pay rent from May, 2021 through July, 2021, the landlord would be able to issue a termination notice for nonpayment of rent in July – but **only based on the July rent**. The tenant could cure the notice by paying **only the July rent** within the 10 day notice period. Or, if the tenant had applied for rent assistance, the tenant could provide documentation of that application to prevent the landlord from filing an eviction case based on the unpaid July rent or any later unpaid rent for 60 days. The landlord would not be able to issue a termination notice based on the May and June rent until March 1, 2022.

### CDC Order Extension

There is a Federal order by the Center for Disease Control (“CDC order”) that bars evictions of people who can truthfully submit the declaration [here](#), unless those evictions are for cause. That order has recently been extended until July 31, 2021. It is possible that some evictions for nonpayment or no cause could be halted under that order. If you are facing an eviction for nonpayment, providing documentation to your landlord showing that you have applied for rent assistance gives more protection than relying on the CDC order extension. The CDC order does not necessarily prohibit a landlord from issuing a termination notice, filing for eviction, or possibly even getting a judgment. What it does prevent is actual eviction, i.e., the Sheriff coming to your home and removing you, which may not happen until after the CDC order expires in August, anyway. It will not hurt to submit the declaration to your landlord, but talk to an attorney before relying on the CDC order.

### Credit History Protections

Landlords may not report debts from rent, late fees, or other charges from April 1, 2020 to June 30, 2021 to credit reporting companies. Additionally, until January 2, 2028, landlords may not consider unpaid rent that accrued from April 1, 2020 to March 1, 2022 during the application process.

### Eviction History Protections

Effective May 19<sup>th</sup>, 2021, when renters apply for new housing, landlords are not allowed to consider eviction judgments from April 1, 2020 to March 1, 2022. If a tenant is evicted between April 1, 2020 and March 1, 2022 and pays any associated money award, **the tenant is immediately eligible to expunge that eviction judgment.** These protections are available for any type of eviction – not just eviction for nonpayment. A sample motion and instructions to ask for an expungement of an eviction record can be found [here](#).

### Other Termination Notices

**No-Cause Notices:** Beginning on July 1, 2021, landlords can use 30 day no-cause notices to evict tenants who are within their first year of occupancy. These notices were allowed prior to the pandemic, and are allowed again after July 1. Additionally, from **July 1, 2021 to August 31, 2021, landlords may issue 30 day no-cause notices to any tenants who moved in on or after April 1, 2019.** This extra time is given to landlords where tenants' first years of occupancy expired during previous moratoria. Tenants in the City of Portland must get 90 days' notice for a no-cause termination, and most landlords must pay relocation assistance (visit [www.OregonRentersRights.org](http://www.OregonRentersRights.org) for information about the Portland Relocation Assistance Ordinance).

**For-Cause Notices:** Landlords are allowed to give termination notices and file for eviction if the tenant violates the rental agreement or the rules, or does something dangerous, illegal, or outrageous on the property. This was true during the moratoria and continues afterward.

**Landlord-Based Cause Notices:** Landlords are allowed to give 90 days' notice to terminate a tenancy if the landlord plans to demolish the rental, convert it to a different use, or make repairs that would require the tenant to move out; if the landlord has sold the rental to someone who plans to move into it; or if the landlord or a member of the landlord's family plans to move into the rental. Depending on how many rentals the landlord owns, the landlord may also have to pay the tenant one month's rent. This has been true since January 1, 2021, and continues. Tenants in the City of Portland have greater rights to relocation assistance (visit [www.OregonRentersRights.org](http://www.OregonRentersRights.org) for information about the Portland Relocation Assistance Ordinance).

### Nontenant Guest Protections

**Until March 1, 2022, landlords may not charge fees or terminate tenancies based on guests staying in the rental.** A tenant may allow more people than are listed on the rental agreement, as long as the number of people does not exceed the occupancy guidelines required by federal, state, or local laws or regulations. If a tenant's guest resides in the dwelling unit for more than 15 days in any 12-month period, the landlord may require that the guest be screened for criteria ordinarily considered by the landlord, except that the landlord isn't allowed to screen guests for credit or income. A landlord may also require a guest who stays for longer than 15 days to enter into a temporary occupancy agreement, but may not require that agreement to end before February 28, 2022. Guests are subject to the same

conduct requirements as tenants, and tenants are responsible for the conduct of their guests. Guests are not considered to be tenants and do not have the rights of tenants.

### Help With Back-Due or Future Rent Payments

**Tenant application through Emergency Rental Assistance Program:** The Oregon Emergency Rental Assistance Program (OERAP) helps eligible low-income households with their past due rent, utilities, and other housing related expenses, as well as up to three forward months. This program uses funds from the federal Emergency Rental Assistance Program. Approximately \$500 million in funds have been newly allocated to the state for rent assistance. In most cases, approved applications will result in payments made directly to landlords and utility providers. OERAP expects a large applicant pool.

“Hardest hit” and vulnerable households will be served first. It’s helpful to review the [tenant checklist](#) right away to begin gathering documents that may be needed for a successful application. **Do not wait until this last minute, this application takes some work.** Once you’ve completed an application, please continue to log into the system to check your status. Not all who apply will receive assistance. Tenants can apply individually for past, current, and future rent assistance by calling 2-1-1, visiting [www.211info.org](http://www.211info.org), or going to [www.oregonrentalassistance.org](http://www.oregonrentalassistance.org). This tenant rent assistance program is separate from the Landlord Compensation Fund, to which landlords could apply for back rent.

**IF YOU CAN’T PAY RENT AFTER JULY 1, YOU SHOULD APPLY FOR RENT ASSISTANCE AS SOON AS POSSIBLE.**

**If your landlord attempts to terminate your tenancy for nonpayment, you may provide your landlord with documentation of your application for rent assistance to pause the eviction for 60 days.**

For more information, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>. You can also contact the Oregon State Bar lawyer referral service at (503) 684-3763.

## FREQUENTLY ASKED QUESTIONS

### Can my landlord give me a nonpayment termination notice?

Beginning July 1, 2021, landlords can give nonpayment termination notices to tenants that fall behind on rent, fees, or other charges that are due on or after July 1, 2021, but they cannot evict for nonpayment of rent, fees, or other charges that came due between April 1, 2020 and June 30, 2021. If a tenant has applied to a rent assistance program, that tenant may provide documentation to their landlord to pause eviction for nonpayment of rent for 60 days. All termination notices and eviction summons must include information about where to apply for rent assistance and how tenants can let their landlords know they have applied for assistance.

Beginning March 1, 2022, the grace period for back rent expires, and landlords will be able to give termination notices for any rent (including past-due rent from the COVID period) that’s not paid. Documentation of a rent assistance application will no longer pause eviction for nonpayment of rent after March 1, 2022.

### What if my landlord won't accept my rent assistance?

Your landlord is not allowed to refuse rent assistance, because Oregon does not permit landlords to discriminate against tenants based on source of income. If your landlord refuses to accept a rent assistance payment, rent assistance payments can be made directly to the tenant so that the tenant can pay rent. If your landlord refuses to sign forms verifying your tenancy and outstanding rent amount, consider contacting a lawyer for help.

If a court finds that your landlord's refusal to reasonably participate with the rental assistance is a substantial cause of your nonpayment, the court is required to dismiss a nonpayment eviction case filed before March, 2022.

### How is the rent assistance money applied if I have a large debt to my landlord?

If your rental assistance payment does not cover all of your debt to your landlord, your landlord must first apply the payment to rent for the current rental period, then utility or service charges, then late rent payment charges, then fees or other charges owed, including damage claims, before the landlord may apply remaining monies to back rent from the emergency period of April 1, 2020 through June 30, 2021. The law is set up this way to give tenants as much time as possible to pay off their back rental debt. Landlords cannot attempt to evict for nonpayment of emergency period debt until March 1, 2022.

### Is my landlord allowed to charge me late fees?

**Yes.** Beginning July 1, 2021, landlords will again be able to charge late fees for tenants who are late with rent incurred from July 1, 2021 and going forward. Late fees on rent owed after July 1 may be assessed after the rent is four days late. Late fees cannot be assessed on back rent owed from the COVID period, between April 1, 2020 and June 30, 2021, while the grace period is in effect (until February 28, 2022). If a tenant submits documentation that they have applied for rent assistance, a landlord may not terminate the tenancy or file an eviction case based on nonpayment of late fees for 60 days.

### What if I owe money to my landlord from before April 1, 2020?

If a tenant owes rent, fees, or utilities that came due before April 1, 2020, the landlord is allowed to send a notice and/or evict based on nonpayment of that money.

### Is my landlord allowed to give me a no-cause notice?

**Yes. From July 1, 2021 through August 31, 2021, any tenant with a month to month rental agreement who moved in on or after April 1, 2019 will be vulnerable to a 30 day no-cause termination.** After August 31, 2021, tenants will be subject to 30 day no-cause eviction notices only if they are in their first year of occupancy and if the termination date will fall outside a fixed term rental agreement. If the tenant lives on the same property as the landlord, the tenant may be subject to a 60 day no-cause notice even after the first year of occupancy. In the City of Portland, no cause evictions must give at least 90 days.

**Landlords are allowed to give a 90 day notice based on landlord reasons** if the landlord:

- Is going to demolish the rental, convert it to a different use;
- Is going to make repairs or renovations that make the rental unsafe to live in during the repairs;
- Has accepted an offer to purchase the rental from someone who plans to live in it;
- Plans to move in to the rental and live in it, or have a family member move in.

Some landlords have to pay one month of rent along with issuing a 90 day notice.

**If you live in the City of Portland**, visit [www.OregonRentersRights.org](http://www.OregonRentersRights.org) for information about the Portland Relocation Assistance Ordinance and its additional restrictions on no-cause notices and landlord-based notices.

### **Can my landlord sue me to collect unpaid back-due rent from the COVID grace period, instead of trying to evict me?**

**No.** Until the end of the grace period on February 28, 2022, landlords are not allowed to sue tenants for unpaid rent, fees, or other charges that came due between April 1, 2020 and June 30, 2021 (except that before July 1, 2021, landlords may sue for debt from April 1, 2021 to June 30, 2021 for tenants who have not submitted a declaration of financial hardship). But landlords may sue tenants for rent that comes due July 1 or after.

### **What rules have changed about letting people stay with me?**

Landlords may no longer evict or charge fees for tenants who let other people live with them, as long as the total number of occupants is less than the maximum allowable under federal, state, or local law or regulation. However, landlords may require a background check if the additional occupants stay more than 15 days in a calendar year, and may require that the additional occupants enter temporary occupancy agreements. This protection took effect on May 19, 2021, and will last until March 1, 2022.

### **How does being evicted during the Covid crisis affect my rental record?**

Landlords are not allowed to consider any evictions suffered or unpaid rent balances accrued by an applicant between April 1, 2020 and February 28, 2022. Additionally, any such evictions are eligible for expungement as soon as the money judgments have been satisfied. A sample motion and instructions to ask for an expungement of an eviction record can be found [here](#).

### **Can my landlord report me to credit agencies for debts from the COVID period?**

**No.** Landlords are barred from reporting any debts of rent, fees, or other charges incurred between April 1, 2020 and June 30, 2021 to credit reporting agencies. Landlords may make credit reports for rent that comes due after July 1.

### **What happens when the grace period ends on March 1, 2022?**

**Protections for nonpayment of emergency period debt expire.** After March 1, 2022, landlords can evict tenants for nonpayment of rent, fees, and other charges that came due between April 1, 2020 and June 30, 2021. If tenants are not going to be able to repay their rental debt by March 1, 2022, they should seek rent assistance right away.

### **How does rent assistance work?**

There is rent assistance available for tenants to apply for; the actual payments generally go to the landlord, with written proof to the tenant. Tenants can apply to the Emergency Rental Assistance Program for past, current, and future rent assistance by accessing community resources, or by calling 2-1-1, visiting [www.211info.org](http://www.211info.org), or going to [www.oregonrentalassistance.org](http://www.oregonrentalassistance.org). Landlords may not refuse to accept rent assistance payments. If your landlord refuses to participate in a rent assistance program, consider contacting a lawyer for assistance.

### **What if my landlord threatens or harasses me because I haven't paid rent?**

Landlords are allowed to tell tenants that they owe rent. But landlords aren't allowed to threaten or harass tenants because of unpaid rent covered by the moratoriums or the grace period. Landlords also aren't allowed to limit services or retaliate against tenants who haven't paid rent. If your landlord threatens to evict you or lock you out because of rent you owe from between April, 2020 and July, 2021, or if the landlord takes other action that makes it harder for you to live in your home, your landlord may be liable for a penalty of up to three months' rent or three times your actual damages. If your landlord is threatening or harassing you, consider contacting a lawyer for help.

### **What if the landlord doesn't follow the law and tries to evict me anyway?**

If a landlord violates the grace period or other provisions of SB 282, or if a landlord does not honor the 60 day pause period after receiving documentation of a rent assistance application, the tenant may have a defense to the eviction and has the right to a court order allowing return to the home. If a landlord evicts a tenant in violation of the law, locks a tenant out, or turns off the utilities to force a tenant out, tenants can also get a court order forcing the landlord to allow them back into their home. If you think your landlord is violating the law, you should consider getting legal help.

### **How do I find legal assistance?**

For more information, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>. You can also contact the Oregon State Bar lawyer referral service at (503) 684-3763.