

Community Alliance of Tenants – Tenant Education

Information is for general information purposes only, and is not a substitute for the advice of an attorney.

Renter's Handbook On Portland's Relocation Assistance



Bad news:

- ★ Have you received a No Cause Notice of Termination, Landlord Reason Termination Notice, or Three Strikes Lease Nonrenewal Notice from your landlord?
- ★ Have you received a Notice of a Rent Increase?
- ★ Is your landlord is refusing to renew your lease on similar terms to your old lease?

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

This packet contains information about how to ask for 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 to keep records of your written communications with your landlord throughout the process.

This packet contains the following:

- ★ Information about the City of Portland's relocation assistance law
- ★ Guidelines for how to get 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 through no fault of the tenant. Portland City Code ("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 one of the following three qualifying Termination Notices:

- No Cause Notice of Termination,
- Landlord Reason Notice; OR
- Three Strikes Lease Nonrenewal Notice.

2. Served you with a Notice of Rent Increase that increases your rent by 10% or more in the last twelve months.

■ Note: State law prevents your landlord from raising your rent during the first year of your tenancy. If the building you live in is 15 years or older, state law also caps the amount that the landlord can increase your rent after the first year to 7% plus the amount of inflation for the prior September. For 2019, the rate of inflation for September 2018 was 3.4%. That means your landlord cannot raise your rent more than 10.4% (7% + 3.4%) in 2019.

3. Failed to renew your lease on substantially similar terms.

■ Note: The expiration of a temporary reduction of rent (“rent concession”) is not considered a failure to renew a lease on substantially similar terms, and so does not make the tenant eligible for relocation assistance.

Qualifying Tenants

★ 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 doublecheck: <https://gis.oregonmetro.gov/metromap/>. Be sure to click on ‘city boundaries’ under layers)

2. Your rental agreement cannot be week to week.

3. You cannot live with your landlord.

4. You cannot live in an ADU (Accessory Dwelling Unit) on a property that the landlord also lives on.

5. You cannot live in a duplex if the landlord lives in the other part of the duplex.

6. You cannot live in your landlord’s primary home while he or she is gone for 3 years or less and plans to return.

7. You cannot live in your landlord’s primary home while he or she is absent due to active duty military service.

8. Your landlord cannot be terminating your rental agreement in order to move in a member of the landlord's immediate family.

9. You cannot live in a unit where the landlord has provided a fixed term lease and notified you before moving in of the Landlord's plan to sell or permanently change your unit to something other than a residence (such as a business).

10. You cannot have a rental agreement for less than 6 months for a unit where a demolition permit was submitted before you moved in.

11. Your rental unit cannot be uninhabitable through no fault of the landlord's or tenant's.

12. You cannot be living in a unit that is being regulated or certified as affordable housing and received a Notice of Rent Increase that either:

- Increases the portion of the rent that you pay by 10 percent or more; OR

- Increases the portion of your rent by less than 10 percent if the amount of rent is calculated based on your income and the change is either necessary due to a program eligibility requirement or due to a change in your income.

- This exemption ONLY applies to Notices of Rent Increases. If a subsidized landlord gives you a qualifying termination notice or refuses to renew your lease on substantially similar terms, you are still entitled to relocation assistance under the Portland Ordinance if you would otherwise be eligible.

- This exemption does not apply to housing that you rent from a private landlord who charges market rent (not otherwise reduced/affordable rent) with the aid of a Section 8 voucher.

13. The unit is not subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which applies to federally assisted properties acquired by a public entity through eminent domain.

★ **For numbers 4 – 10**, your landlord must submit a Relocation Assistance Exemption Form to the Portland Housing Bureau BEFORE taking a qualifying landlord action in order to not have to pay you relocation assistance.

- Your landlord must also give you a copy of a letter from the Portland Housing Bureau confirming that they filed the Relocation Assistance Exemption Form BEFORE giving you a No Cause Notice of Termination, a Notice of Rent Increase that increases your rent by 10% or more in the last twelve months, or failing to renew your lease on substantially similar terms.

- If your landlord does not give you a copy of the letter from the Portland Housing Bureau, you are still entitled to relocation assistance if you meet all of the other qualifications.

★ **For numbers 6-9, you are disqualified for relocation assistance ONLY if your landlord gives you a No Cause Notice of Termination.**

■ If your landlord gives you a Notice of Rent Increase that increases your rent by 10% or more in the last twelve months or fails to renew your lease on substantially similar terms, you are still entitled to relocation assistance if you meet all the other qualifications.

★ **For numbers 4 – 6**, if you entered into a rental agreement after March 8, 2018, you are only disqualified from relocation assistance if your landlord gave you proof that Portland Housing Bureau received and acknowledged the Relocation Assistance Exemption Form filed by the landlord BEFORE you entered into the rental agreement.

Even if the landlord only rents out ONE unit you are entitled to relocation assistance so long as if you don't fall under one of the exceptions above.

Requesting Relocation Assistance

★ If you received a qualifying Termination Notice or your landlord fails to renew or replace your existing rental agreement, the law says that 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 that you are requesting relocation assistance. This written notice is NOT the same as a Tenant's Notice to Terminate your tenancy on a specific date. You should not put a specific move out date in this initial notice, unless you are ready to move out by that date. You **must** give this written notice to your landlord within **45 days** of receiving the rent increase notice, or you will not qualify for relocation assistance.

★ If your landlord refuses to renew your rental agreement on substantially the same terms (except for the amount of rent or associated housing costs such as utilities and parking), you must give your landlord a written notice that tells your landlord that you plan to end your tenancy due to the different lease terms and that you are requesting relocation assistance. This written notice is NOT the same as a Tenant's Notice to Terminate your tenancy on a specific date. You should not put a specific move out date in this initial notice, unless you are ready to move out by that date. You **must** give this written notice to your landlord within **45 days** of receiving the offer of the new rental agreement, or you will not qualify for relocation assistance.

Landlord's Payment of Relocation Assistance

★ If you received a qualifying Termination Notice, your landlord must pay you relocation assistance 45 days before the move out date in the No Cause Notice of Termination.

■ **NOTE:** If you received a Landlord Reason Termination Notice, state law requires that your landlord pay you relocation assistance in the amount of one month's rent if the landlord has an ownership interest in five or more rental units. State law requires that you must be paid this relocation assistance of one month's rent at the time that the landlord serves you with the termination notice.

■ Under the Portland Ordinance, the landlord may reduce the amount of the relocation assistance owed under the Portland Ordinance by the one month's rent in state law relocation if they pay you the entire amount at the same time.

■ If your landlord pays you only the one month's rent at the time you receive the Landlord Cause Termination Notice, then your landlord is still required to pay you the full amount of relocation assistance under the Portland ordinance as described below 45 days before the move out date.

■ If your landlord does not pay you the one month's rent in relocation assistance under state law at the same time that you receive the Landlord Reason Termination Notice then you have a defense to the Landlord Reason Termination Notice that would prevent your landlord from being able to force you to move out.

■ If you received a Notice of Rent Increase or rental agreement renewal offer that was not on substantially the same terms and conditions (except for the amount of rent or associated housing costs), 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.

Amount of Relocation Assistance

■ The amount of relocation assistance that your landlord must pay depends on how many bedrooms your rental has:

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

NOTE: Under state law, a tenant is entitled to relocation assistance in the amount of one month's rent if the landlord issues a Landlord Reason Notice and has an ownership interest in five or more units. This one month of relocation assistance under state law is

subtracted from the amount of the Portland relocation assistance. In other words, you do not get one month's rent plus relocation assistance.

Failing to Move Out After Receiving Relocation Assistance

- If you received a qualifying Termination Notice and fail to move out by the move out date in the Notice, your landlord can file an eviction court case (called Forcible Entry and Unlawful Detainer case or "FED") against you regardless of whether or not the landlord paid you relocation assistance. The landlord's failure to pay relocation assistance under the Portland Ordinance 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!

 - You are also responsible for paying the rent increase from the date the increase went into effect through the move out date.

- 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, go to www.oregonrentersrights.org or call Legal Aid at (503) 224-4086 and ask for a copy of our Renter's Handbook on Terminations and Eviction.

Additional Requirements Under the Relocation Assistance Ordinance

■ Your landlord must include a description of your rights and obligations under the relocation ordinance and the eligible amount of relocation assistance with each and any termination notice, notice of rent increase, and relocation assistance payment.

■ If your landlord fails to include this information, **you have a claim against your landlord for relocation assistance, up to three times your rent, and court costs.**

■ Your landlord must provide notice to the Portland Housing Bureau of any payments of relocation assistance within 30 days making the payment. If your landlord fails to include this information, you have a claim against your landlord for relocation assistance plus up to three times your rent.

GETTING RELOCATION ASSISTANCE: STEP BY STEP

If you are eligible for relocation assistance, you can take the following steps 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 EITHER A NO CAUSE NOTICE, LANDLORD REASON NOTICE, OR THREE STRIKE NOTICE OF TERMINATION:

★ Step One: Letter A

After receiving a qualifying Termination Notice, you should not have to do anything to receive relocation assistance. Under state law, if you received a Landlord Reason Notice your landlord must pay you at least one month's rent at the same time that the landlord gives you the Landlord Reason Notice. If the landlord doesn't do that, you may have a defense to an eviction based on that notice.

If you received a Landlord Reason Notice and the landlord only sends you one month's rent in relocation assistance at the time you are served with the Notice, the landlord is still required to pay you the full amount of relocation assistance under the Portland law within 45 days of the date of the termination notice.

If you do not receive relocation assistance 45 days before the move out date in the qualifying Termination Notice you should give your landlord **Letter A**, which is located at the end of this handbook. 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. If you want

proof that you mailed the letter, you can mail it with a certificate of mailing. 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 up to 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 the 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 possible further legal assistance, contact Legal Aid at (503) 224-4086.
- 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. (Letter B is located at the end of this handbook)

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. If you want proof that you mailed the letter, you can mail it with a certificate of mailing. Be sure to **keep a copy** of the letter.

Your landlord has 31 days from receiving Letter B to pay you the 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 (located at the end of this handbook). 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. If you want proof that you mailed the letter, you can mail it with a certificate of mailing. Be sure to **keep a copy** of the letter.

★ Step Three: Legal Action

If you do not receive relocation assistance after sending Letter C, 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 that you are entitled to, up to 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 possible further legal assistance, contact Legal Aid at (503) 224-4086.

■ 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. Your landlord is required to pay you relocation assistance **45 days before your lease expires**. If you have not been paid relocation assistance 45 days before the date your lease expires, go to Step Two.

■ Step Two: Letter D

After being told that your landlord will not renew your lease, 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** (located at the end of this handbook). 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. If you want proof that you mailed the letter, you can mail it with a certificate of mailing. Be sure to **keep a copy** of the letter.

★ Step Three: Legal Action

If you do not receive relocation assistance after sending Letter D, 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 possible further legal assistance, contact Legal Aid at (503) 224-4086.

■ 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 ON THE SAME TERMS (EXCEPT FOR RENT OR ASSOCIATED HOUSING COSTS):

No matter what your lease says will happen 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 assistance. Examples of substantially different terms include: Being charged for utilities when you were not charged for utilities before, or losing an assigned parking space. To get relocation assistance in these situations, you need to write a letter to your landlord letting them know that you do not intend to renew your tenancy due to the different terms being offered and that you are requesting relocation assistance.

★ Step One: Letter E

After receiving a new lease or a month to month agreement with different terms that significantly change your tenancy, you will need to decide if you want to stay and agree to the new terms or move and request relocation assistance. If you decide to move and request relocation assistance, you will need to give your landlord **Letter E** within 45 days of the date of receiving the new lease or month to month agreement with different terms. (Letter E is located at the end of this handbook). 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. If you want proof that you mailed the letter, you can mail it with a certificate of mailing. Be sure to **keep a copy** of the letter. Your landlord has 31 days from receiving Letter E to pay you relocation assistance.

★ Step Two: Letter F

If you do not receive relocation assistance within 31 days of giving your landlord Letter E, you should give your landlord Letter F (located at the end of this handbook). Letter F 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. If you want proof that you mailed the letter, you can mail it with a certificate of mailing. Be sure to **keep a copy** of the letter.

★ Step Three: Legal Action

If you do not receive relocation assistance after sending Letter F, 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 that you are entitled to, up to 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 possible further legal assistance, contact Legal Aid at (503) 224-4086.

■ 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 [your address]. On _____(date) you served me with one of the following Termination Notices (check one):

- No Cause Termination Notice
- Landlord Reason Termination Notice
- Three Strike Lease Nonrenewal Notice

Under Portland Ordinance 30.01.085, you were required to pay relocation assistance to me in the amount of \$_____ (how much assistance you are entitled to). Your failure to pay the 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 [your address].

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

Dear Landlord:

I am/was a tenant at [your address].

Date: _____ 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 r elocation 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) court. 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 [your address]. As of _____(date) , you have failed to offer me a new lease or renewal lease.

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) in small claims court. I know that ORS 90.385 does not permit a land , I will file a claim lord to retaliate against a tenant who asserts their rights under the law.

Thank you, _____ (tenant name)
_____ (tenant address)

Letter E

Date: _____

Dear Landlord:

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

This is my notice that I intend to terminate my rental agreement as a result of your decision to not renew my lease on substantially the same terms. 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 F

Date: _____ Dear Landlord: I am/was a tenant at [your address]. On _____(date) , you notified me that you were not renewing my lease on substantially the same terms. I gave you written notice of my intent to terminate the rental agreement within 45 days of your notice 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)