

UTILITY BILLS (ors 90.315)

Note: Information provided by the Community Alliance of Tenants is for general educational use only. It is not a substitute for the advice of an attorney.

Do you have questions regarding your rights and obligations around utility bills? Here is some information that might help:

What utilities or services can I be charged for under Oregon landlord-tenant law?

Under Oregon law, "utility or service" includes but isn't limited to **electricity, natural or liquid propane gas, oil, water, hot water, heat, air conditioner, cable television, direct satellite** or other **video subscription service, internet access or usage, sewer service and garbage collection and disposal.**

What utilities am I responsible for?

You are responsible for any utilities that you agreed to pay for in your rental contract. (Note: In Portland, landlords are responsible for providing (or starting) garbage service, but they can bill the tenant for it). If you are on a month-to-month rental contract, the landlord can change the terms of the agreement with a written 30 days notice. If you have a lease, or a rental agreement that has an end date, your landlord cannot change the rules without your consent (OR 90.262).

What if I can't get service started or if my landlord has it shut off?

If you can't start your utility service because a) the prior tenant didn't pay the bill or b) the landlord didn't pay the bill, you have the right to end your tenancy immediately if you haven't moved in. If you have moved in, the law gives you the right to give 72 hours notice to the landlord that you are ending the tenancy and get all your money back, or to pay the utility bill and subtract it from your rent. **Generally, however, it is a bad idea to withhold money from your rent, because you risk being sued in court by your landlord. This may damage your rental history and make it difficult for you to rent in the future. Talk to an attorney before withholding part of your rent.** If your landlord is responsible for paying for your utility but allows it to get shut off, you may be entitled to damages amounting to no less than 2 months rent. Talk to an attorney!

Information About Utility Bills You Pay to a Utility Company:

Your landlord must tell you in writing before or at the time you sign the rental contract if the utility you pay directly to the service provider (like the electric company) benefits the landlord or other tenants. This means that the landlord must tell you in writing if you pay for a utility that is delivered to any area other than your home. If your landlord violates this law, you may be entitled to recover an amount equal to twice your damages or one month's rent (whichever is greater).

Information about Utility Bills You Pay to a Landlord:

Landlords do not have to provide individual meters for each unit in order to bill tenants for utilities. In other words, landlords are allowed to divide up a bill that they receive and bill each tenant a certain amount. **In Oregon, there is no law about how a landlord must divide up a utility bill.** So it is legal for landlords to charge you for utilities based upon the number of residents in your unit, the size of the unit, etc... Landlords cannot charge a tenant more because the landlord is discriminating against that tenant (because of the tenant's race, for example) or because the tenant has asserted their rights in some way.

If the rental agreement doesn't describe the method the landlord uses to divide up the utility bill, the tenant is entitled to see a copy of the bill.

Landlords can also charge tenants for utility costs for common areas, like a laundry room or a hallway. The rental agreement must describe charges for the common areas separately and distinctly from the charges for your unit.

If my landlord directly bills me for utilities, can my landlord bill me a utility service charge or fee?

Yes, but only for the following utilities: **direct satellite, cable television, internet access, or other video subscription service AND ONLY IF:**

- a) this service charge or fee was listed in your rental agreement when your tenancy began (landlords cannot force existing tenants to pay a new utility service charge or fee);
- b) the service charge or fee is no greater than 10% of the utility cost;
- c) the total cost of the utility and service charge or fee is less than what it would typically cost to get the service directly from a provider; and

the rental agreement describes the service charge or fee separately and distinctly from the utility cost and any bill or notice that you get from your landlord also separates the charges.

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