Eviction Protections for Tenants in Multnomah County

There are two different eviction bans with slightly different protections that apply in Multnomah county:
Ordinance 1287 (Multnomah county) and Executive Order 20-56 (statewide).

How are tenants protected under these laws:
● Landlords can’t evict tenants, or even threaten to evict, for not paying rent, utilities, and fees through January 8, 2021
● Landlords can’t evict tenants, or even threaten to evict, without cause (in most cases) through January 8, 2021. See below for what no cause terminations are allowed.
● Landlords can’t charge any late fees if tenants can’t pay rent during this time.
● Tenants have until July 8, 2021 to pay back any unpaid rent that is owed from October 1st to January 8, 2021. Back rent, from April 1st to September 30, 2020 is still due March 31, 2021 under HB 4213.
● Landlords can’t report to credit bureaus if you can’t pay your rent, utilities, fees, etc.

What if I get a letter from my landlord about a payment plan?:
● After September 30, 2020, if you receive a letter (emails are not allowed) from your landlord that you owe back rent accrued from April 1, 2020 - September 30, 2020, you must respond within 14 days by letter, email, or verbally to say that you want to use the 6-month grace period to pay back rent. It’s always best to document communication in writing! You can use sample letter #1 below.
● After January 8, 2021, if you receive a letter (emails are not allowed) from your landlord that you owe back rent accrued from October 1, 2020 - January 8, 2021, you must respond within 14 days by letter, email or verbally to say that you want to use the 6-month grace period to pay back rent. It’s always best to document communication in writing! You can use sample letter #2 below.

What types of terminations/evictions are allowed?:
● Landlords can still evict tenants for other lease violations besides not paying rent, fees, etc.
● Landlords can still serve no cause notice if the home is sold to a new owner who plans to move in.
  ○ Important: Under this ordinance, landlords are not allowed to evict tenants because the landlord or their family members want to move in. This is an important difference between Multnomah County’s and the statewide moratorium.

Other important things to know:
● The law extends the exemption to no cause evictions for tenants in their “first year of occupancy.” That means if your first year of occupancy ends between October 1, 2020 and January 8, 2021, a landlord could still give you a no cause eviction within 30 days after January 8, 2021 if it is permitted under SB 608 and the Portland Relocation Ordinance.

If needed, you can combine your response using the two templates:
Sample Letter #1: Response to Use the Grace Period to Pay Back Unpaid Rent

[Date]
[Address of Landlord]

Dear [Landlord name],

I am a resident at [your address]. I would like to utilize the grace period, ending on March 31, 2021 for repayment of back rent, utility fees, services charges, and any other fees included in my rental agreement as allowed under HB 4213. I intend to repay any agreed upon back rent, utility fees, services charges, and any other fees by March 31, 2021.

[Insert any details you’d like to include about repayment. A landlord may offer an alternative repayment plan, but you do not have to accept]

It is unlawful for a landlord to respond to this request by sending an eviction notice, increasing rent or otherwise retaliating [ORS 90.385]. Thank you for your anticipated cooperation.

Sincerely,
[Your name]
[Address]

Sample Letter #2: Response to Use the Grace Period to Pay Back Unpaid Rent

[Date]
[Address of Landlord]

Dear [Landlord name],

I am a resident at [your address]. I would like to utilize the grace period, ending on July 8, 2021 for repayment of back rent, utility fees, services charges, and any other fees included in my rental agreement as allowed under Ordinance 1287. I intend to repay any agreed upon back rent, utility fees, services charges, and any other fees by July 8, 2021.

[Insert any details you’d like to include about repayment. A landlord may offer an alternative repayment plan, but you do not have to accept]

It is unlawful for a landlord to respond to this request by sending an eviction notice, increasing rent or otherwise retaliating [ORS 90.385]. Thank you for your anticipated cooperation.

Sincerely,
[Your name]
[Address]