



Disclaimer: Rules have changed since the pandemic started. This information was last updated 12/17/20.

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 HB 4401 (statewide).

How are tenants protected under these laws:

- Landlords can't evict tenants, or even threaten to evict, (1) for not paying rent, utilities, and fees or (2) without cause (in most cases*) through July 2nd, 2021. See below for permitted no cause terminations
- Back rent that is owed from October 1st to July 2nd, 2021 is due January 2nd, 2022. 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 types of terminations/evictions are allowed?:

- *Landlords can still serve a 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.
- Landlords can still evict tenants for other lease violations besides not paying rent, 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 July 2nd, 2021, if you receive a letter (emails are not allowed) from your landlord that you owe back rent accrued from October 1, 2020 - July 2nd, 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.

Other important things to know:

- You do NOT have to submit any documentation declaring financial hardship to access the eviction ban protections in Multnomah County. **PLEASE NOTE*: You may be required to submit a declaration under the state law in order for your landlord to access rent assistance on your behalf under House Bill 4401 that was passed on 12/21/20. See page 3 for a sample declaration.*
- The law extends the exemption to no cause evictions for tenants in their "first year of occupancy." So if the first year of occupancy ends between October 1, 2020 and July 2nd, 2021, a landlord could still give a no cause eviction within 30 days after July 2nd, 2021 if it is permitted under SB 608 and the Portland Relocation Ordinance.

THIS INFORMATION IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

COMMUNITY ALLIANCE OF TENANTS

RENTERS RIGHTS HOTLINE 503-288-0130 MWF: 1-5PM TUES: 6-8PM SAT: 1-5PM

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 January 2nd, 2022 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 January 2nd, 2022.

[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]

**PLEASE NOTE*: You may be required to submit a declaration under the state law in order for your landlord to access rent assistance on your behalf under House Bill 4401 that was passed on 12/21/20. But this declaration is not required under the Multnomah County law to access the protections on page 1.*

If you choose to submit a declaration, your landlord cannot:

- Say your declaration is inaccurate
- Require you to submit additional evidence
- Require more than one declaration per household
- Deny a declaration in languages other than English
- Stop you from submitting a declaration based on how it's sent

Sample Declaration of Financial Hardship of Eviction Protection:

This form may be given to the landlord in person, by first class mail or, if available, by sending a copy or photograph by e-mail or text message.

I, *[your name]*, am a tenant at *[your address]*. I am unable to pay my obligations under the rental agreement because of one or more of the reasons below that have impacted me since March 16, 2020:

- Loss of household income;
- Increased medical expenses;
- Loss of work or wages;
- Increased responsibilities for childcare or to care for a person with a disability or a person who is elderly, injured or sick;
- Increased costs for child care or caring for a person with a disability or a person who is elderly, injured or sick; or
- Other circumstances that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance and other public assistance that I have received on or after March 16, 2020, does not fully make up for my loss of income or increased expenses. I understand that I still owe my rent, which must be paid by July 1, 2021. I understand that I must comply with other obligations that I may have under my rental agreement.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it may be used as evidence in court and is subject to penalty for perjury.

[your name]

[your signature]

[date]