



Tenant Notice of Rights and Responsibilities Associated with Portland Mandatory Relocation Assistance Under Portland City Code Title 30.01.085

Within the City of Portland, these rights and responsibilities are in addition to protections set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

Landlords must include this notice with each and any Termination Notice, Increase Notice, and Relocation Assistance payment.

The information in this notice is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.

No-Cause Evictions and Non-Renewals

If your Landlord is ending your rental agreement without a tenant-based cause, you have the right to a written notice of termination at least 90 days before the termination date designated in the notice. Your landlord may have the obligation to pay you relocation assistance at least 45 days before the termination date designated in the notice.

Qualifying Landlord Reason for Termination

If your Landlord is ending your rental agreement for a qualifying landlord reason, you have the right to a written notice of termination at least 90 days before the termination date designated in the notice. Your landlord may have the obligation to pay you relocation assistance (*city requirement*) and/or one month's rent (*state requirement*).

If both are owed, your landlord has two options for paying relocation assistance and one month's rent owed:

1. They can pay you relocation assistance or one month's rent (whichever is higher) the day they deliver the termination notice; or
2. They can pay you two payments, one month's rent when delivering the notice and pay you relocation assistance at least 45 days before the effective date of the notice.

Rent Increases

If your Landlord raises your rent, you may have the right to a written notice of the rent increase at least 90 days before the effective date of the rent increase. The increase notice must state the amount of the increase, the amount of the new rent or housing costs, and the effective date of the increase.

If your Landlord raises your rent by amounts totaling 10% or more during any 12-month period, you may have the right to request relocation assistance. You must write to your Landlord within 45 days of receiving a rent increase to request relocation assistance. Your landlord then has the obligation to pay you the relocation assistance amount within 31 days of receiving your notice. You then have the obligation to within 6 months either pay back the relocation assistance and stay, or provide your Landlord notice you're terminating your tenancy, and move out. Either way, you must pay the increased rent while you continue to rent the unit.

Relocation Assistance Amount

Unless your landlord is exempt, you may have the right to the relocation amount as listed below. Amounts are dependent on the number of bedrooms being rented on a rental agreement. You have the right to one relocation assistance amount per rental agreement, not per tenant.

Studio, SRO, or rented bedroom in a shared house: \$2,900

One-bedroom unit: \$3,300

Two-bedroom unit: \$4,200

Three-bedroom unit or larger: \$4,500

Exemptions

In some circumstances, your landlord may be exempt from paying relocation assistance. Those circumstances are listed below. For a full list of requirements for each exemption, please see the administrative rules, available at the website listed below. Most exemptions require the landlord to provide to the tenant an Acknowledgement Letter from PHB. If you receive an Acknowledgement Letter, closely review it for details about the exemption. For more information, visit [<https://www.portlandoregon.gov/phb/74544>] or call the PHB Rental Services Office at 503-823-1303.

1. Rental Agreements for week-to-week tenancies;
2. Tenants that occupy the same Dwelling Unit as the Landlord;
3. Tenants that occupy one Dwelling Unit in a Duplex where the Landlord's principal residence is the second Dwelling Unit in the same Duplex (acknowledgement letter needed);
4. Tenants that occupy an Accessory Dwelling Unit that is subject to the Act in the City of Portland so long as the owner of the Accessory Dwelling Unit lives on the site (acknowledgement letter needed);
5. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years (acknowledgement letter needed);

6. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence due to active duty military service (acknowledgement letter needed);
7. A Dwelling Unit where the Landlord is terminating the Rental Agreement in order for an Immediate Family member to occupy the Dwelling Unit (acknowledgement letter needed);
8. A Dwelling Unit regulated or certified as affordable housing by a federal, state or local government is exempt from paying Relocation Assistance for a Rent increase of 10 percent or more within a rolling 12-month period:
 - a. so long as such increase does not increase a Tenant's portion of the Rent payment by 10 percent or more within a rolling 12-month period; or
 - b. in Lease Agreements where the Rent or eligibility is periodically calculated based on the Tenant's income or other program eligibility requirements and a Rent increase is necessary due to program eligibility requirements or a change in the Tenant's income.

This exemption by Subsection 30.01.085 I.8. does not apply to private market-rate Dwelling Units with a Tenant who is the recipient of a federal, state, or local government voucher;

This exemption by Subsection 30.01.085 I.8. applies to Rent increases and does not apply to Termination Notices;

9. A Dwelling Unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
10. A Dwelling Unit rendered immediately uninhabitable not due to the action or inaction of a Landlord or Tenant;
11. A Dwelling Unit rented for less than 6 months with appropriate verification of the submission of a demolition permit prior to the Tenant renting the Dwelling Unit (acknowledgement letter needed);
12. A Dwelling Unit where the Landlord has provided a Fixed Term Tenancy and notified the Tenant prior to occupancy, of the Landlord's intent to sell or permanently convert the Dwelling Unit to a use other than as a Dwelling Unit subject to the Act (acknowledgement letter needed).

Penalties

If your Landlord does not meet their obligations under Portland's relocation assistance law, you may have the right to legal recourse to protect your rights. A Landlord that fails to comply with any of the requirements above may owe you up to 3 times your rent as well as the Relocation Assistance amount, reasonable attorney fees and other costs.



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303
TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译
Письменный или устный перевод | 翻訳または通訳 | Traducere sau Interpretare
번역 및 통역 | Письмовий або усний переклад | Turjumida ama Fasiraadda
الترجمة التحريرية والشفوية | ການແປພາສາ ຫຼື ການອະທິບາຍ