

SB 608: Just Cause Eviction and Rent Increase protections Information and FAQ's

Updated: February 2019 by the Stable Homes for Oregon Families Coalition

The Oregon Legislature has passed new laws to protect more renters from no-cause evictions and rent spikes. As of February 28, 2019, the law is in effect, which means it's important for renters to know what the bill does and doesn't do. Here is more information but if you have further questions, you should refer to the resource list at the bottom of this document.

SB 608 does two important things:

1. Limits no-cause evictions in Oregon. People who have been in their current rental home for at least a year can no longer be evicted without a reason. There are a few exceptions to this new law, however, and they are listed below.
2. Limits how much landlords can increase rent each year. The new law has set the limit at 7% above inflation for the prior September. This means that for 2019, we will follow the rate of inflation for September of 2018, which was 3.4%. That means your landlord cannot raise your rent more than 10.4% within 2019. Please note that this limit applies to buildings that are 15 years old or older.

WHAT THE NEW LAW MEANS FOR EVICTIONS:

Who is protected against no-cause evictions under the new law?

People who have been renting their unit for a year or more. After the first year, landlords can end the lease only if the tenant violated the lease or for one of the specific reasons listed below. This means after you have lived in a unit for more than a year, you cannot be evicted without cause if you are paying your rent on time and following the rules. The one-year period starts when you move in, not when the bill passes, so tenants who have been living in their home for a year even before February 28, 2019 are protected.

What happens if a tenant violates the lease?

SB 608 does not change the law on for-cause (aka "tenant fault") evictions. Tenants can still be evicted if they miss payments or violate the lease in any way. SB 608 only affects evictions without cause (no-cause), which until now could happen to anyone, for any reason or no reason, regardless of how long they lived in their unit, and with very little notice.

What protections exist for tenants living in their home for less than one year?

Tenants can still get a termination notice from their landlord without cause during the first 12 months of renting their home. Landlords must give tenants 30-day notice before terminating without cause either a month-to-month or a fixed-term lease during the first year. Depending on where you live, however, there may be other protections like relocation assistance and/or longer notice periods.

When can a landlord evict a tenant when the tenant is not at fault? What are these landlord reasons?

If you have lived in your home for a year or more, the landlord must have one of these four "landlord-based" reasons to evict you:

1. The landlord intends to convert the unit to non-residential use or demolish the unit;
2. The landlord intends to make repairs or renovations and the unit is or will be unsafe to live in;

The information contained in this flyer is intended to provide a basic overview of described changes to the law, but is not legal advice. Individuals with a specific legal question should consult an attorney.

3. The landlord or their immediate family member plans to move in;
4. The landlord has sold the unit to someone who plans to move in.

How much notice must landlords give renters if they use any of the 4 reasons listed?

The landlord must give the tenant 90-days' notice for any of the above 4 "landlord-based" reasons.

Is there any relocation assistance?

Yes. When using any of the "landlord-based" reasons to evict, the landlord must pay the tenant relocation assistance. The amount of relocation assistance is equal to 1 month's rent. There is an exception for landlords who own and/or have an ownership interest in 4 or fewer units. In these circumstances, landlords do not have to pay relocation assistance. But they do have to give 90-day notice.

*Note: Tenants who live in the City of Portland should consult the Portland Housing Bureau's Rental Services Office at (503) 823-1303 or the Renters' Rights Hotline at (503) 288-0130 because they may qualify for a different kind of relocation assistance under the Mandatory Renter Relocation Assistance Ordinance.

After the first year, does it matter if I have a fixed-term lease or a month-to-month lease?

No, except for one additional eviction reason for tenants in fixed-term leases. Landlords can no longer use no-cause evictions for people who have lived in their homes for a year or more, regardless of the type of rental agreement. They must have a listed reason based either on tenant fault or a landlord reason. If the tenant followed all of the rules, and the landlord does not have a listed reason, the tenant must have the option to stay. This rule is for month-to-month and fixed-term leases.

If you have a fixed-term lease, the law allows landlords one additional reason to refuse to renew a lease. If, during the past 12 months, a tenant has violated the lease three times and received proper written notice at the time violations have occurred, the landlord can refuse to renew the fixed-term lease. If the landlord uses this type of termination, the landlord must give the tenant a 90-day notice of the termination.

What kind of rentals are covered under the new law?

All kinds: apartments, condos, homes, mobile homes where people are renting the home as opposed to the lot (there are similar eviction protections for people who own their mobile home and rent a space in a park).

What kind of rentals are not covered under the new law?

If your landlord owns two or fewer units on the same property and lives in one of those units, the landlord is allowed to continue using no-cause evictions. For example, duplexes or a house with an ADU are exceptions if the landlord lives in one of the units. A house shared with the landlord and several other roommates may be exempt if each of the roommates has their own individual unit within the house. These exempt landlords may continue to use a no-cause notice to terminate a tenancy or not renew a fixed-term lease. The state law does not provide relocation assistance in these circumstances.

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WHAT THE NEW LAW MEANS FOR RENT INCREASES:

How frequently and by how much can a landlord raise the rent?

Landlord may not increase the rent above 7% plus the consumer price index or “CPI” in a 12-month period during a tenancy. The current limit on rent increases in 2019 is 10.4%. A landlord may not increase the rent during the first year of a tenancy and must give the tenant 90-day notice in writing of any rent increase.

Which tenants are protected?

All tenants in residential leases and in mobile home parks (including tenants who own their home and rent a space in a park) are protected by these provisions, except that tenants who live in a unit that is less than 15 years old are not protected by the 10.4% limit. Renters living in subsidized affordable housing properties are already covered by existing state and federal protections that limit their rent amount, so are not included in the limits to rent increases under SB 608.

FREQUENTLY ASKED QUESTIONS

When do the new laws take effect?

The Just Cause eviction protections and the rent increase limits are in effect now, as of February 28, 2019. The just cause protections apply to fixed-term tenancies entered into or renewed on or after February 28, 2019. For month-to-month tenancies, all termination notices issued must comply with the Just Cause law, except for notices that a landlord issued before February 28, 2019 for a tenancy to end before March 30, 2019. Those terminations need not comply with the new Just Cause law. All rent increase notices must comply with the new rent increase law, except for notices that were issued before February 28, 2019.

What should tenants do if they believe their landlord has violated these new laws?

Tenants who have received a rent increase that is higher than the increase limit or tenants who receive an eviction notice that they believe is in violation of the Just Cause law should start by communicating the issue to their landlord. If the landlord refuses to rescind the notice, tenants should contact an attorney before taking any action to withhold rent or making a decision whether or not to move.

Ultimately, if a tenant brings legal claims in court and wins against the landlord for violating the law, the landlord will have to pay the tenant money damages. Landlords are liable to tenants for 3 times the rent plus actual damages for violation of either the just cause or the rent increase laws. Tenants can win an eviction case and stay in their housing if the landlord moves forward with a court eviction based on a violation of these laws.

Landlord-Tenant Information and Resources

<i>Renters' Rights Hotline</i> <i>Community Alliance of Tenants</i> (503) 288-0130 Mon., Wed., Fri., Sat. 1pm-5pm & Tue. 6pm-8pm www.oregoncat.org	<i>Legal assistance for low-income Oregonians</i> https://oregonlawhelp.org/resource/oregon-legal-aid-offices	<i>Oregon State Bar Lawyer Referral Service</i> (503) 684-3763
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