**NOTICE OF TENANT RIGHTS**

***Landlord must include a Notice of Tenant’s Rights and Obligations and the eligible amount of Relocation Assistance with issuance of any of the following: (a) Termination Notice; (b) Rent Increase Notice; and (c) Relocation Assistance payment.***

DATE OF THIS NOTICE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPACE: \_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Termination Without Cause**.

A landlord may terminate a Rental Agreement without a cause specified in the Oregon Residential Landlord-Tenant Act (“the Act”) only by delivering a written notice of termination (the “Termination Notice”) to the tenant of:

* Not less than 90 days before the termination date designated in that notice as calculated under the Act; or the time period designated in the Rental Agreement, whichever is longer.
* Not less than 45 days prior to the termination date in the Termination Notice, a landlord must pay to the tenant, as relocation assistance, a payment in the following amounts:
	+ $2,900 for a studio or single room occupancy Dwelling Unit,
	+ $3,300 for a one-bedroom Dwelling Unit,
	+ $4,200 for a two-bedroom Dwelling Unit, and
	+ $4,500 for a three-bedroom or larger Dwelling Unit.
* A landlord that declines to renew or replace an expiring Rental Agreement is subject to these provisions**.**

**Rent Increase Limitations**

* A landlord may not increase a tenant's rent or associated housing costs by 5 percent or more over a rolling 12-month period unless the landlord gives notice in writing (the “Increase Notice”) to each affected tenant:
	+ At least 90 days prior to the effective date of the Rent increase; or
	+ The time period designated in the Rental Agreement, whichever is longer.
* The Increase Notice must specify:
	+ The amount of the increase,
	+ The amount of the new rent or associated housing costs and
	+ The date when the increase becomes effective.
* If, within 45 calendar days after a tenant receives the rent increase notice of 10 percent or more within a rolling 12-month period, and the tenant provides written notice to the landlord of their request for Relocation Assistance (the “Tenant’s Notice”), then,
	+ Within 31 calendar days following the Tenant’s Notice, the landlord must pay to the tenant Relocation Assistance in the following amounts:
		- $2,900 for a studio or single room occupancy Dwelling Unit,
		- $3,300 for a one-bedroom Dwelling Unit,
		- $4,200 for a two-bedroom Dwelling Unit, and
		- $4,500 for a three-bedroom or larger dwelling unit.
* After the tenant receives the Relocation Assistance from the landlord, the tenant shall have 6 months from the date of the rent increase to either:
	+ Pay back the Relocation Assistance and remain in the dwelling unit and, subject to the Act, shall be obligated to pay the increased rent in accordance with the increase; or
	+ Provide the landlord with a notice to terminate the rental agreement in accordance with Act.
* In the event that the tenant has not repaid the Relocation Assistance to the landlord or provided the landlord with the termination notice on or before the expiration of the relocation period, the tenant shall be in violation of this ordinance.
* A landlord that conditions the renewal or replacement of an expiring rental agreement on the tenant’s agreement to pay a rent increase of 10 percent or more within a rolling 12-month period is subject to the above provisions.
* For purposes of this Section, a landlord that declines to renew or replace an expiring rental agreement on substantially the same terms except for the amount of rent or associated housing costs terminates the rental agreement and is subject to the provisions of this section.
* The requirements of this section are intended to apply per Dwelling Unit, not per individual tenant; A tenant may only receive and retain Relocation Assistance once per tenancy per Dwelling Unit.
* A landlord shall include a description of a tenant’s rights and obligations and the eligible amount of Relocation Assistance with any Termination Notice, Increase Notice, and Relocation Assistance payment.
* A landlord shall provide notice to Portland Housing Bureau (“PHB”) of all payments to tenants of Relocation Assistance within 30 days of making such payments.
* The expiration of Rent concessions is not considered a substantial change to a Rental Agreement.
* After a landlord completes and submits the required exemption reporting forms to the PHB, the provisions of this section that pertain to Relocation Assistance do not apply to the following: Rental agreements for week-to-week tenancies; the 11 other exemptions having little or no applicability to manufactured housing or recreational vehicle parks. For details of the exemptions, go to: <https://www.portlandoregon.gov/phb/74544>
* A landlord that fails to comply with any of these requirements shall be liable to the tenant for 3X the monthly rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs.
* Any tenant claiming to be aggrieved by a landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_