



# 24-HOUR NOTICE OF TERMINATION



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_ also all other Occupants or persons unknown claiming any right or interest in the Premises.

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

ORS 90.396 provides that after at least 24 hours' written notice specifying the acts and omissions constituting the cause and specifying the date and time of the termination, Owner/Agent may terminate the Rental Agreement, if:

- Resident, someone in Resident's control or Resident's pet has seriously threatened to inflict substantial personal injury, or has inflicted any substantial personal injury, upon a person on the Premises other than Resident; or
- Resident or someone in Resident's control has recklessly endangered a person on the Premises other than Resident by creating a serious risk of substantial personal injury; or
- Resident, someone in Resident's control or Resident's pet has inflicted any substantial personal injury upon a neighbor living in the immediate vicinity of the Premises; or
- Resident or someone in Resident's control has intentionally inflicted any substantial damage to the Premises or Resident's pet has inflicted substantial damage to the Premises on more than one occasion; or
- Resident has intentionally provided substantial false information on the application for the tenancy within the past year. The false information was with regard to a criminal conviction of Resident that would have been material to Owner/Agent's acceptance of the application, and Owner/Agent is terminating the Rental Agreement within 30 days after discovering the falsity of the information; or
- Resident, someone in Resident's control or Resident's pet has committed any act that is outrageous in the extreme, on the Premises or in the immediate vicinity of the Premises. An act that is "outrageous in the extreme" includes, but is not limited to: prostitution; intimidation; burglary; and the manufacture, delivery or possession of a controlled substance, but not including: (i) the lawful medical use of marijuana; or (ii) possession of prescription drugs; or
- Resident perpetrated an act of physical violence related to domestic violence, sexual assault or stalking against a household member who is a Resident.

**Based on the following acts and/or omissions, Owner/Agent has elected to terminate your Rental Agreement on the date and at the time listed below.**

**SPECIFICS:** Date of occurrence SAMPLE Time of occurrence SAMPLE

Location of occurrence SAMPLE

Persons involved in occurrence SAMPLE

Explain circumstances in detail...

SAMPLE

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

**RIGHT TO CURE:** If the cause for termination is based upon the acts of your pet, you may cure the cause and avoid termination of the tenancy by removing the pet from the Premises prior to the termination date set forth above. If you timely remove the pet and avoid termination, your tenancy may be terminated with at least 24 hours notice if you ever return the pet to the Premises.

- This Notice has been served personally at \_\_\_\_\_ . Your tenancy will terminate at least 24 hours later at \_\_\_\_\_  
on \_\_\_\_\_ **or** \_\_\_\_\_  
DATE TIME (am/pm) DATE TIME (am/pm)
- If written Rental Agreement allows, this Notice has been served by posting on the main entrance door of the dwelling unit at \_\_\_\_\_ and mailed first class. Your tenancy will terminate at 11:59 p.m. on \_\_\_\_\_ **or** \_\_\_\_\_  
TIME (am/pm) DATE
- This Notice has been served by first class mail only and the termination date is extended by four days including the date mailed. Your tenancy will terminate at least 5 days later at 11:59 p.m. on \_\_\_\_\_ .  
DATE

**Owner/Agent: Please note additional service requirements for subsidized Residents as listed in "Subsidized Residents Only" section.**

Section 8 Housing Choice Voucher

SAMPLE

WARNING NOTICE: The conduct described above is a violation of your Rental Agreement. If this notice is curable as provided above, and you cure, Owner/Agent may choose to terminate your tenancy at the end of the fixed term if there are three or more violations within a 12-month period preceding the end of the fixed term. Correcting the third or subsequent violations is not a defense to termination under ORS 90.427(7).

If the recipient of this document is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veteran's service officer and community action agency may be obtained by calling a 2-1-1 information service.

OWNER/AGENT  \_\_\_\_\_  
ADDRESS SAMPLE \_\_\_\_\_  
SAMPLE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

**SUBSIDIZED RESIDENTS SEE DISCLOSURES**

**SUBSIDIZED RESIDENTS ONLY**

**HUD DISCLOSURES**

If you remain in the leased unit on the date specified for termination, Owner/Agent will enforce the termination only by bringing a judicial action at which time you may present a defense. You have ten (10) days within which to discuss this eviction with Owner/Agent. This 10-day period commences on the earlier of the day this Notice is hand-delivered to your unit or the day after it is mailed. The discussion period does not extend the date for termination. Persons with disabilities have the right to request reasonable accommodation to participate in the hearing process.

**ADDITIONAL SERVICE REQUIREMENTS**

**SECTION 8 VOUCHERS:** Notice served by one of the methods listed above AND copy mailed to Public Housing Agency the same day.

**HUD (PROJECT BASED):** Notice served by one of the methods listed above, AND mailed to Unit, AND

1. Attempt to serve the Notice personally to any adult answering the door. If unable to do that:
2. Attempt to slide the Notice through the door (mail slot) or under the door. If unable to do that:
3. Post the Notice on the door at eye level.

