MULTIFAMILY NW
The Association Promoting Quality Rental Housing

CITY OF PORTLAND, OREGON

NOTICE OF CITY OF PORTLAND RENTER ADDITIONAL PROTECTIONS

EQUAL HOUSING OPPORTUNITY

The following information is provided along with any Termination Notice, Increase Notice or Relocation Payment, as required by Portland City Code 30.01.085.

Portland Rights and Obligations

A Landlord may terminate a Rental Agreement without a cause or for a qualifying landlord reason specified in ORS Chapter 90 (the "Act") only by delivering a written notice of termination (the "Termination Notice") to the Tenant of (a) not less than 90 days before the termination date designated in that notice as calculated under the Act; or (b) the time period designated in the Rental Agreement, whichever is longer. Not less than 45 days prior to the termination date provided in the Termination Notice, a Landlord shall pay to the Tenant, as relocation assistance, a payment ("Relocation Assistance") in the amount that follows: $2,900 for a studio or single room occupancy ("SRO") 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. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring Rental Agreement is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant.

As allowed by the Act, 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: (a) at least 90 days prior to the effective date of the Rent increase; or (b) 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, as calculated under the Act, when the increase becomes effective. If, within 45 calendar days after a Tenant receives an Increase Notice indicating a Rent increase of 10 percent or more within a rolling 12-month period and a Tenant provides written notice to the Landlord of the Tenant's request for Relocation Assistance (the "Tenant's Notice"), then, within 31 calendar days of receiving the Tenant's Notice, the Landlord shall pay to the Tenant Relocation Assistance in the amount that follows: $2,900 for a studio or SRO 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 effective date of the Rent increase (the "Relocation Period") to either: (i) 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 Notice for the duration of the Tenant's occupancy of the Dwelling Unit; or (ii) provide the Landlord with a notice to terminate the Rental Agreement in accordance with the Act (the "Tenant's Termination Notice"). In the event that the Tenant has not repaid the Relocation Assistance to the Landlord or provided the Landlord with the Tenant's Termination Notice on or before the expiration of the Relocation Period, the Tenant shall be in violation of this Subsection. For purposes of this Subsection, 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 provisions of this Subsection. For purposes of this Subsection, 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 Subsection. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant. For purposes of this Subsection, 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 under this PCC Section 30.01.085 with each and any Termination Notice, Increase Notice, and Relocation Assistance payment. For the purposes of this Section 30.01.085, the expiration of Rent concessions specified in the Rental Agreement is not considered a substantial change to a Rental Agreement. For the purposes of PCC 30.01.085 and determining the amount of Relocation Assistance a Landlord shall pay, a Rental Agreement for a single bedroom in a Dwelling Unit as defined by PCC 33.910 is considered a SRO Dwelling Unit. For the purposes of this Section 30.01.085 and determining the amount of Relocation Assistance a Landlord shall pay, if a Landlord is paying relocation assistance required by the Act and Relocation Assistance required by Section 30.01.085 to the Tenant for the same Termination Notice, the Relocation Assistance required by Section 30.01.085 may be reduced by the relocation assistance required by the Act if both payments are paid at the same time and as a single payment. A Landlord that fails to comply with any of the requirements of PCC 30.01.085 shall be liable to the Tenant for an amount up to 3 times the monthly Rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs (collectively, "Damages"). 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.

Ordinance 190122

Within the City of Portland, if a Tenant receives notice from a Landlord for a Rent Increase of any amount, effective between September 16, 2020 and March 31, 2021, where normally provisions of PCC 30.01.085 would only apply for a Rent Increase of 10 percent or more within a rolling 12-month period, the provisions of 30.01.085 hereby apply.

If, as of the effective date of this ordinance, a Landlord has already given notice of an increase of a Tenant's Rent that becomes effective between September 16, 2020 and March 31, 2021, triggering a potential obligation to pay Relocation Assistance under PCC 30.01.085 as temporarily modified by this ordinance, the following provisions apply: 1) notwithstanding PCC 30.01.085, a Tenant has 45 calendar days after the Tenant receives a rent Increase Notice or until September 30, 2020, whichever is longer, to provide written notice to the Landlord of the Tenant's request for Relocation Assistance; 2) notwithstanding PCC 30.01.085, the Landlord may provide written notice to the Tenant that the Landlord has rescinded the Rent Increase and refund any increased rent paid by the Tenant, relieving the Landlord of the potential obligation. The Tenant must receive the notice and Rent Increase refund from the Landlord no later than 30 calendar days after receiving a Tenant's notice requesting Relocation Assistance. If, as of the effective date of this ordinance, a Landlord has already given notice of an increase of a Tenant's Rent that becomes effective between September 16, 2020 and March 31, 2021, triggering a potential obligation to pay Relocation Assistance under PCC 30.01.085 as temporarily modified by this ordinance, PCC 30.01.085.D does not apply.

If, after the effective date of this ordinance, a Landlord gives notice of an increase of a Tenant's Rent that becomes effective between September 16, 2020 and March 31, 2021, triggering a potential obligation to pay Relocation Assistance under PCC 30.01.085 as temporarily modified by this ordinance, and the Landlord represents in good faith they were not aware of this ordinance, the Landlord may provide written notice to the Tenant that the Landlord has rescinded the Rent Increase, relieving the Landlord of the potential obligation. The Tenant must receive the notice from the Landlord rescinding the Rent Increase within 30 calendar days from the delivery of the Rent Increase notice.

SAMPLE

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☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)