



Tenant Notice of Rights and Responsibilities

Under Portland City Code 30.01.085

Mandatory Renter Relocation Assistance

For residential rental units within Portland city limits, 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 (or another notice with similar information) 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) in a single payment not later than 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 with written notice that you're terminating your tenancy and then 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. 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.portland.gov/phb/rental-services/renter-relocation-assistance>] or call the PHB Rental Services Office at 503-823-1303.

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.

