

# Oregon Rental Laws: A Complete Guide on Landlord-Tenant Laws

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*An in-depth guide on landlord-tenant laws for landlords and property managers in Oregon brought to you by Rentec Direct, LLC.*



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This educational guide is a summary of rental laws in Oregon. This guide is researched and cited according to the Official State Statute in Oregon, however, it is very important that every landlord and property manager review their state and local laws and speak with an attorney in their state for further guidance and clarification.

The Official State Statutes and other reputable municipal sources were used to research this information. Resource links to the Oregon Official State Statute on Landlord-Tenant Laws and the Oregon State Bar on Landlord-Tenant Law have been included for your convenience.

Rental laws are amended and updated by state legislation, you are advised to speak with a local housing authority and licensed attorney that specializes in landlord-tenant laws in Oregon for a detailed interpretation of the rental laws that affect you. This article is an educational reference and does not constitute legal advice.

## Official State Resources for Landlord-Tenant Laws in Oregon

- Official Oregon Revised State Statute – [Or. Rev. Stat. § 90 Residential Landlord & Tenant](#)
- Oregon State Bar – [Landlord Tenant Law](#)

## Laws About Security Deposits

**Max Security Deposit Amount:** No state law. Landlords may not impose or increase a deposit within the first year of a tenancy unless both landlord and tenant agree to modify the rental agreement to allow for a pet or other cause. ([Or. Rev. Stat. § 90.300\(5a\)](#))

**Additional Move-In Fees:** Application fees and other fees, including non-refundable fees, are allowed in Oregon. However, no portion of the security deposit can be designated as non-refundable for any reason. ([Or. Rev. Stat. § 90.140](#) and [Or. Rev. Stat. § 90.295](#))

**Pet Deposits:** Allowed, but not for service animals. ([Or. Rev. Stat. § 90.300\(4\)](#)).

**Security Deposit Refund Timeline:** Landlords are required to return security deposits within 31 days after the termination of the tenancy and the delivery of the rental unit to the landlord. [Both of these conditions must be met 31 day countdown begins.] Landlords must provide an accounting to inform tenants of the reasoning behind any withheld security deposits. This, along with the remaining portion of the deposit, must be personally delivered or mailed within 31 days. ([Or. Rev. Stat. § 90.300\(12\)](#))

**Move-In Inspection:** No Statute

**Move-Out Inspection:** No Statute

**Legal Use of Security Deposit Funds:** Landlords are able to withhold money from the security deposit due to unpaid rent, or to repair damages to the premises caused by the tenant, excluding ordinary wear and tear. A landlord is not required to repair damage prior to withholding the cost of repair, but any labor costs the landlord assesses must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for his or her own cleaning or repair work. Landlords may deduct for monetary loss

caused by an inability to rent the unit during repairs or cleaning as long as the repairs are performed in a timely manner. ([Or. Rev. Stat. § 90.300\(7\)](#))

**Failure to Comply with Security Deposit Laws:** If a landlord fails to return all or part of the security deposit owed to a tenant, the landlord is required to pay double the amount wrongfully kept. Tenants have up to one year to settle the matter or file a lawsuit. ([Or. Rev. Stat. § 90.300 \(16\)](#))

**Additional OR Security Deposit Laws:** A landlord must provide a tenant with a receipt for any security deposit the tenant pays. ([Or. Rev. Stat. § 90.300 \(2a\)](#))

## Laws About Rent

**Increases:** There is no limit to amount a landlord may increase rent. ([Or. Rev. Stat. § 91.225](#))

**Rent Increase Notice:** A landlord must give a 90 day written notice before increasing the rent for month-to-month tenants. A landlord may not increase the rent within the first year of a month-to-month tenancy. ([House Bill 4143 – 2016 Amendment to Or. Rev. Stat. § 90.220](#))

**Maximum Charge:** Cities and counties not allowed to enact a limit on the amount of rent landlords can charge. ([Or. Rev. Stat. 91.225](#))

**Prepaid Rent:** Allowed . If “last month’s rent” is prepaid, it must be used for the last month of the tenancy. ([Or. Rev. Stat. § 90.300\(9\)](#))

**Grace Period:** Oregon allows a 4 day grace period. A landlord may institute a longer grace period in his rental agreement. ([Or. Rev. Stat. § 90.260\(1\)](#))

**Late Fees:** Landlords are allowed to charge a reasonable flat fee beginning on the 5th day of a delinquent rent payment; OR a daily charge can accrue of no more than 6% of the one-time flat fee; OR a fee of 5% of the monthly rent amount may be charged every 5 days beginning on the 5th day. ([Or. Rev. Stat. § 90.260\(2\)](#))

**Insufficient Funds:** A landlord who receives a dishonored check may collect a fee not to exceed \$35 plus the amount that a bank has charged the landlord for processing the check. ([Or. Rev. Stat. § 90.302\(2b\)](#))

## Laws About the Lease

**Lease Terms:** If a rental agreement does not specify a week-to-week tenancy or a fixed term tenancy, the tenancy will automatically be a month-to-month tenancy. ([Or. Rev. Stat. § 90.220](#))

**Lease Termination:** A tenant must give a 30 day written notice to end tenancy prior to vacating a month-to-month lease. ([Or. Rev. Stat. § 90.427](#))

A landlord must provide written notice of intent to terminate a tenancy with the following notice timelines based on [Or. Rev. Stat. § 90.427](#):

- **Week-to-week:** 10 days before Termination
- **Month-to-month:**
  - During the first year:
    - At least 30 days written notice must be given
  - After the first year:
    - At least 60 days written notice must be given
- **Fix-Term Lease:**
  - To prevent a fix-term lease transitioning into a month-to-month lease, a landlord must give his tenant a 30 day notice to vacate prior to the end date of the fix-term lease.
  - If the fix-term lease transitions into a month-to-month lease, the landlord must give 60 day written notice to terminate tenancy.

**Early Termination Fees:** Landlords can charge up to 1.5 times the monthly rent to to any tenant who abandons the lease without cause. Renters are responsible for rent during remainder of lease should they chose to vacate. However, landlords are required to attempt to find an acceptable tenant [according to their normal tenant screening requirements] in order to mitigate damages. ([Or. Rev. Stat. § 90.302\(2e\)](#))

**Lease Termination by a Service Member:** Members of the military or members in service of the state may give 30 days notice to terminate a lease (if providing proof that said tenant has been ordered to active service outside the area for a period that will exceed 90 days.) ([Or. Rev. Stat. § 90.475](#))

**Renewals:** A landlord is not required to renew a lease agreement and can issue a no-cause eviction to end tenancy if proper notice is given. However, a landlord must not refuse to renew a lease to a tenant who has filed an official complaint to a government authority or has been involved in a tenant's organization. ([Or. Rev. Stat. § 90.385](#))

**Evictions:** Oregon landlords must provide their renters with Notice to Cure or Quit and follow appropriate timelines via official notice prior to moving forward with a lease termination and eviction for the following reasons ([Or. Rev. Stat. § 90.392](#)):

- Non-payment of rent
- Violation of lease terms or the rental agreement
- Non-payment of late fees or other fees

**24-Hr Notice to Terminate Lease** are allowed under the following circumstances ([Or. Rev. Stat. § 90.396](#)):

- A tenant's pet causes seriously injures or poses a dangerous threat
- A tenant or tenant's guest recklessly endangers or injures a person on the property
- A tenant, tenants' guest, or tenant's pet endangers or injures a neighbor
- A tenant or tenant's guest intentionally damages the property
- The tenant intentionally provided substantial false information on the application for the tenancy within the past year
- A tenant or tenant's guest commits any act that is outrageous in the extreme on the premise or vicinity of the property, including but not limited to

prostitution, manufacturing, delivery or possession of a controlled substance, burglary.

**Copy of the Lease:** A landlord shall provide the tenant with a copy of any written rental agreement and all amendments and additions. ([Or. Rev. Stat. § 90.220\(3\)](#))

**Occupancy Limits:** Occupancy guidelines must be reasonable in relations to the size of the unit and can't discriminate. ([Or. Rev. Stat. § 90.262\(3\)](#))

**Tenant Duties:** A tenant shall use all parts of the premise according to the purpose for which they were designed and intended; behave and require other persons on the premises with the consent of the tenant to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors. ([Or. Rev. Stat. § 90.325\(1a\)](#))

**Renters Insurance:** A landlord may require a tenant to obtain and maintain renters liability insurance and to provide proof. ([Or. Rev. Stat. § 90.222](#))



## Laws About Landlord Responsibilities

**Notice for Entry:** Except in the case of an emergency, landlords must give 24 hours notice before entry. In the event of an emergency, landlords can enter without notice but must give notice of their entry within 24 hours. Within this notice they must explain the reason for entry, the date and time of the entry, the nature of the emergency, and the names of those who entered. ([Or. Rev. Stat. § 90.322](#))

**Implied Warranty of Habitability:** A landlord shall at all times maintain the unit in a habitable condition.

Oregon recognizes the following conditions as uninhabitable if it severely lacks:

- Effective waterproofing and weather protection
- Working plumbing facilities
- Hot and cold water
- A water supply that provides safe drinking water; hot and cold water; is connected to a sewage disposal system
- Adequate heating facilities
- Working electrical lighting, wiring and equipment
- Clean and sanitary conditions
- Floors, walls, ceiling, stairways, and railing maintained in good repair
- Safety from fire hazards
- Working smoke and carbon monoxide alarms
- Working locks

Oregon implied warranty of habitability is discussed in [Or. Rev. Stat. § 90.320\(1\)](#).

**Water Requirements:** Water must be: under the control of the tenant and capable of producing hot and cold water, connected to sewage disposal system, and maintained so that it can provide safe drinking water. ([Or. Rev. Stat. § 90.320\(1c\)](#))

**Utility Billing By the Landlord:** If a written rental agreement so provides, a landlord using the submeter billing method may require a tenant to pay to the landlord a utility or service charge. A tenant has the right to review the utility billing records. ([Or. Rev. Stat. § 90.536 and 90.538](#))

# Laws About Property Maintenance and Repairs

**Maintenance Responsibilities:** A landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. ([Or. Rev. Stat. § 90.320\(1\)](#))

**Tenant Maintenance Responsibilities:** A tenant shall is expected to according to [Or. Rev. Stat. § 90.325\(1\)](#) :

- Keep the rental property clean, sanitary, and free from debris, filth, rubbish, garbage, rodents and vermin.
- Dispose of garbage in a clean, safe, and legal manner.
- Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- Test at least once every six months and replace batteries as needed in any smoke alarm, smoke detector or carbon monoxide alarm provided by the landlord and notify the landlord in writing of any operating deficiencies.
- A tenant may not:
  - Remove or tamper with a smoke alarm, smoke detector or carbon monoxide alarm as described in [ORS 105.842](#) or [479.300](#).
  - Deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.

**Rent Withholding:** A tenant is allowed to withhold rent for Failure to provide Essential Services (Water, Heat, etc.). ([Or. Rev. Stat. § 90.365](#))

**Repair and Deduct:** Tenants can repair a minor habitability defect (of not more than \$300) if the tenant gives the landlord written notice describing the defect and stating the tenant's intention to deduct the cost of the repair from rent. ([Or. Rev. Stat. § 90.368](#))

## Legal Disclosure Requirements

**Ownership and Agents:** The landlord shall disclose to the tenant in writing the person authorized to manage the property and the owner of the premises. ([Or. Rev. Stat. § 90.305\(1\)](#))

**Flooding:** If a dwelling unit is located in a 100-year floodplain, the landlord shall provide notice in the dwelling unit rental agreement that the dwelling unit is located within the floodplain. ([Or. Rev. Stat. § 90.228](#))

**Murders/Death:** Oregon landlords are not legally obligated to inform tenants of past deaths and won't be subject to legal repercussions after hiding such property details. ([Or. Rev. Stat. § 93.275](#))

**Mold:** There is currently no federal law covering a landlord's responsibilities when it comes to mold.

**Lead Paint:** Federal Law requires all landlords to include a "Lead Warning Statement" in their lease for buildings built before 1978 about lead-based paint and/or potential hazards. Additionally, landlords are required to provide renters with an EPA-approved information pamphlet about lead-based paint and lead-based paint hazards. ([Residential Lead-Based Paint Hazard Reduction Act, Title X](#))

# Resources

[Landlord Tenant Handbook \(Portland State University Student Legal Services\)](#)

[Or. Rev. Stat. § 91](#) – Tenancy

[Or. Rev. Stat. § 93](#) – Conveyancing and Recording

EPA Approved [Lead Disclosure Information on Lead-Based Paint/Hazards](#) –  
SAMPLE

Section 8 Housing Guide

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Laws governing Oregon rental properties, landlords and tenants are primarily found in the Official Oregon Revised Statutes (Or. Rev. Stat..) Title 10 Chapter 90 – 93.

Access to the entire Oregon Revised Statutes and Laws is provided by the Oregon State Legislature's website. [Go to the Oregon Revised Statutes.](#)

The Oregon Revised Statutes are the codified laws of the State of Oregon.

The ORS is published every two years. Each edition incorporates all laws, and changes to laws, enacted by the Legislative Assembly through the odd-numbered year regular session referenced in the volume titles for that edition.

The 2015 Edition does not include changes to the law enacted during the 2016 regular session of the Seventy-eighth Legislative Assembly. Changes to the law by the 2016 regular session will be reflected in the 2017 Edition of Oregon Revised Statutes. Because the Acts of the 2016 regular session are not incorporated into the 2015 Edition, examine both the 2015 Edition and the 2016 Oregon Laws for the most up-to-date version of the law. See the Instructions for Using 2016 Oregon Laws for details on how to determine the current state of the law.

The 2017 Edition will be available online in early 2018.

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*This summary of landlord-tenant laws is provided to you by Rentec Direct, LLC and is thought to be true and accurate at the time of publication. It not intended to be used as legal advice for your particular problem. Please note that changes may occur and this publication may not reflect the most recent updates to the law.*

Please consult an attorney familiar with landlord-tenant law in your state for any legal advice.