Important Changes to Oregon Landlord Tenant Law

The new changes to the Oregon Landlord Tenant Law take effect on January 1, 2016. Some of the changes were simply a clarification of the current law. I will outline below the significant changes that you need to be aware of. If you have any specific questions, please let me know!

Clarification regarding mailing notices

To avoid confusion, ORS 90.160 has been updated so that notices expire at 11:59 pm on the last day of the notice period rather than at 12 midnight.

Non-compliant Pet Fees

Before, a noncompliance fee for tenants for failure to clean up pet waste was for "pets only" - as a service/companion animal was not considered a "pet". The law has been changed to include

service/companion animal under this provision.

Noncompliance Fees Increase for Unauthorized Pet....

The noncompliance fee for an unauthorized pet capable of causing damage to persons or property was capped at $50. However, a fee for a second or any subsequent noncompliance relating to an unauthorized pet can increase to a maximum of $250. Those unauthorized pet fees may not be imposed until 48 hours after the warning notice has been delivered to the tenant.

Tenant's Failure to pay for Damages, Utility Fees, and/or Charges and Deposits:

This law protects you as the Owner in your right to collect charges for damages, utility fees and/or charges and deposits from the Tenant. The following section is new:

The violation concerns the tenant's failure to pay money owed to the landlord for damage to the premises, damage to any other structure located upon the grounds, utility charges, fees or deposits and, following the violation but prior to the acceptance of rent for three rental period or performance as described in subsection (2) of this section, the landlord gives a written warning notice to the tenant regarding the violation that:

a. Describes specifically the basis of the claim and the amount of money owed that constitutes the violation;

b. States that the tenant is required to correct the violation by paying the money owed; and States that continued nonpayment of the money owed that constitutes a violation may result in termination of the tenancy.

This statute is also amended to read that "for violations concerning the tenant's failure to pay money owed to a landlord, the landlord's written warning remains effective for 12 months from the date of the tenant's failure to pay the money owed."

The Alpine Group will diligently be sending out notices to Current Tenants who may owe back monies to ensure our/your right to collect those funds.

Application of Payments

Effective January 1, 2016 funds received from tenants must be applied in the following order:

1. Outstanding rents from previous period
2. Rent from the current period
3. Utility or service charges
4. Late rent payment charges
5. Fees or charges owed by tenants ORS 90.302 or other fees and charges related to tenant caused damages and other claims.

The Alpine Group, Inc. typically does not accept partial payments for rent except in certain situations. If a partial payment is accepted, the tenant is required to sign a partial payment agreement which protects our right to file eviction if the tenant does not pay as agreed.

Prior rental agreements do not need to be amended as the law supersedes any written rental agreements. However, our current Rental Agreements have been amended to include this law change -

along with other law changes as well.

The Alpine Group, Inc.

The Alpine Group, Inc. is an established Residential Property Management Company in the Portland, Oregon and surrounding areas. Dedicated in managing your property with Experience, Efficiently and Ethically. The Alpine Group, Inc. are members of Multi-Family Northwest, Rental Housing Alliance, NARPM and Oregon Rental Housing Association and active in promoting Landlord Rights.

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