

Community Alliance of Tenants – Tenant Education

Information is for general information purposes only, and is not a substitute for the advice of an attorney.

A Landlord's Access To Your Home



A landlord may enter your dwelling for the following reasons:

- ★ to inspect the premises;
- ★ to make important and needed or agreed upon repairs, decorations, alterations, or improvements;
- ★ to supply important and needed or agreed upon services; or
- ★ to show the unit to prospective or actual purchasers, mortgagers, tenants, workers or contractors (ORS 90.322).

Generally, your landlord must give you 24 hours notice before entering your premises. Your landlord cannot use their right of access to unreasonably harass you!

A landlord can enter your home without notice and without your consent if you have requested a repair in writing for 7 days after your written request. If you want to limit the landlord's entry to make repairs, you must put that information in the written repair request. You can also post a notice denying entrance to your landlord on the front door of your home.

The landlord may enter without notice or consent in the following cases:

- ★ an emergency;
- ★ when the tenant has requested repairs in writing;
- ★ when the tenant has been absent for more than 7 days and entry is reasonably important and needed;
- ★ pursuant to a legal order;
- ★ when the tenant has abandoned or relinquished the premises;
- ★ to come onto the property to serve a notice;
- ★ to do yard maintenance if the landlord and tenant have a separate agreement requiring the landlord to maintain the yard.

If the landlord makes an unlawful entry, a lawful entry in an unreasonable manner, or repeated lawful demands that unreasonably harass the tenant, the tenant may obtain a court order or end the rental agreement. The tenant can recover damages amounting to no less than one month's rent. (ORS 90.322(8)).

Documentation is Your Best Defense Against Access Violations

If the landlord, manager or other agents of the landlord have entered the premises without proper 24-hour notice, or have otherwise violated the Access rule (ORS 90.322), it is a good idea to send the landlord a letter that describes the violation. Make sure to include details such as the date and time, and any witnesses that were present. You can include language from the statute itself (ORS 90.322) in the letter. Ask the landlord to obey the law, otherwise you can pursue damages of one month's rent, under the law. If you wish to pursue damages, you don't have to take any action immediately. Tenants have up to one year after the event occurs to file a claim, and you can file in Small Claims court.

Your Landlord, Access, and Yard Maintenance:

A landlord may enter without notice the areas under the tenant's exclusive control excluding the dwelling unit in order to do yard maintenance if there is a written agreement (such as the rental agreement) requiring the landlord to do yard maintenance. For example, the landlord may enter the yard of a single-family house, but not the house itself, to do yard maintenance without giving notice if the tenant and the landlord have a written agreement requiring the landlord to maintain the yard.

Tenants have the right to deny their landlord this access if the landlord comes at an unreasonable time, or if the landlord comes during an occasion when the area is being used (a barbecue or a birthday party, for example), or if the landlord enters with unreasonable frequency.

What is the 'Covenant of Quiet Enjoyment'?

When a landlord rents to you, you pay rent in exchange for the exclusive right to use and enjoy the premises without interference by the landlord, called the "covenant of quiet enjoyment." You have the right to peace and quiet and to exclude all others from the premises. If the landlord fails to provide a safe, quiet and comfortable dwelling for full use and enjoyment by the tenant, the landlord may be in violation of this common law. The 'Covenant of Quiet Enjoyment' is not part of the Oregon Revised Statute, but is a common law derived from **Wolf v. Eppenstein (1914)**.

