

Community Alliance of Tenants – Tenant Education

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Rental Agreements (ORS 90.100)



A rental agreement can be verbal (spoken) or written between a tenant and landlord and usually includes the terms and conditions about use of the rental unit. There are different kinds of agreements such as a month-to-month rental agreement & a fixed-term tenancy or lease.

RENTAL AGREEMENTS

Examples of information found in a rental agreement:

- ★ Amount of rent
- ★ Date rent is due
- ★ Where & who to pay rent to
- ★ Rules

A written rental agreement signed by both the tenant and landlord can serve as helpful documentation of additions to the rental contract that the law wouldn't usually provide such as yard maintenance or use of an onsite washer and dryer.

If a tenant and landlord enter into a written rental agreement, the landlord must provide the tenant with a copy of the rental agreement upon signing the contract and make a copy available later at a cost not more than 25 cents per page (or the actual copying costs) (ORS 90.305).

How do I know if I am protected under Landlord-Tenant Law?

A rental agreement with your landlord concerns the terms and conditions of your **use and occupancy of the dwelling unit to the exclusion of others**

(ORS 90.100(43)). If you don't have a written rental agreement, the fact that your landlord has knowingly accepted rent from you can establish your rights as a tenant. **Always ask for a receipt when you pay rent, fees or deposits.** Your landlord is the owner, lessor, or sub lessor of the dwelling unit that you are renting, or a person with the authority to act on behalf of your landlord (ORS 90.100(20)). Your landlord is whom you pay rent to and whom you have an agreement with. Often third parties, (in some cases, the owner of the property) appear to act with the authority of the landlord. In these cases, verify with your landlord in writing who has this authority.

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 unreasonable 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).

What is a fixed-term lease?

People often use the term "lease" to describe a **written** rental agreement that is for a **fixed period** (i.e. 1 year or 6-months), with set start and end date, and has a **fixed rental rate**. They are also known as fixed-term leases. An enforceable lease (longer than a month) **must be in writing**, with very few, rare exceptions.

The benefits of most but not all fixed-term tenancies are:

1. Rent can't be increased during the fixed-term unless otherwise stated in the written agreement
2. The tenant gets the assurance that they can only be evicted with a "for cause" notice and that the landlord will have to prove that cause in court.

With a lease, the landlord knows that a tenant will be staying for a longer period of time and doesn't have to worry about re-renting the unit frequently. **Tenants must carefully read the lease before signing** it to make sure that the tenant will have the protection of a fixed-term tenancy

under the particular lease offered by their landlord. Some landlords are now reserving the right to raise the rent during the term of the lease. **A tenant cannot sign away his/her rights under the law.** If there is a section of the lease that contradicts the law, that section (not the entire lease) is invalid.

A fixed term lease usually terminates automatically at the end of the lease, unless the agreement specifies otherwise. However, some leases state that they will automatically renew or extend the lease unless the tenant gives advanced notice that they don't want to renew or extend the lease. **Tenants should carefully read the lease to see if the lease requires the tenant to give written notice before moving out at the end of the lease term.**

Most leases permit termination of the lease before the ending date in some situations, and it may require a tenant to pay a lease-breaking fee. See our lease-breaking handout for more information.

What is a month-to-month agreement?

In Oregon, the law assumes that the rental of a house or an apartment is on a month-to-month basis unless there is **written documentation** that has a different time period for the tenancy (i.e. 6-month or 1 year lease). For rental agreements that are on a month-to-month basis, all terms of the agreement automatically renew at the end of the month term unless otherwise stated in writing following state law. In order to have a week-to-week tenancy, Oregon requires that the agreement be in writing.

Can a landlord make a tenant move out?

A landlord has the right to end a rental agreement with a tenant on a month-to-month lease, but they must give the tenant proper, written notice.

- ★ A 30 day no-cause eviction period is given if tenant has lived in the rental unit for less than one year (ORS 90.427(3)(b)).
- ★ In the event of a property sale, a 30-day termination notice may be given by the new owner, within certain limits (ORS 90.427(5)).
- ★ A 60-day no-cause termination period is given if the tenant has lived in the rental unit for one year or more (ORS 90.427(3)(c)).

Tenant Tips:

Tenants can protect themselves, whether they enter into a month-to-month rental agreement or fixed-term lease, by:

- ★ Getting the rental agreement in writing
- ★ Reading the agreement before signing it
- ★ Keeping a copy of the rental agreement