



Before signing a lease, the tenant should make sure all terms of agreement are thoroughly covered. Emerald photo

Residential Continued from Page 2B

Another step in collecting proof is to get the problem verified by a housing inspector. Ray Willard, director of housing inspection at Housing and Community Conservation, encourages tenants to call HCC if they suspect that housing codes are being violated.

"Usually tenants don't know what code violations are," he explains. "It's best that they call an inspector who can tell them if it sounds like a code violation and then arrange to have it inspected and confirmed."

Effective since Oct. 5, 1973, the landlord-tenant act is explicit in most areas of tenants' concerns. Whether a rental contract is written or oral, there are certain limitations imposed by the law.

Before signing a lease, one should make sure that all terms of agreement are thoroughly covered. There is no government agency that will enforce a tenant's rights — tenants' and landlords' rights are enforced by a rental agreement. By law, a landlord must give the tenant a copy of the agreement.

The tenant must be informed of all rules and regulations at the beginning of his/her tenancy. No rules may be changed after then without the written consent of the tenant or until the tenant's term or lease has expired. In addition, a rule cannot be enforced unless it a) provides for the welfare, safety and convenience of the tenants, protects the landlord's property, or provides for a fair distribution of service, b) is clear, applies to all tenants equally, and relates to the purpose for which it expresses, and c) is not for the purpose of allowing the landlord to neglect his/her responsibilities.

At the beginning of tenancy, a deposit, fee, and/or advanced rent payment may be required. Deposits are to protect the landlord from a tenant who could potentially breach the terms of the contract.

A deposit is refundable, depending on the tenant's compliance with clearly specified conditions. A deposit must be refunded to the tenant within 30 days of termination of tenancy, along with a written statement of all reasons and costs of deductions (which may not include normal wear and tear). A fee is a charge for some kind of service the landlord performs. There are no limits on how high a fee may be, and it is not refundable.

Generally, the rent is payable at the time and

place that the tenant and the landlord agree upon. Rent may not be increased without a 30-day written notice from the landlord.

The following is a list of landlord and tenant obligations in sharing the responsibility of maintaining a decent dwelling. It was drawn up by the Oregon Student Public Interest Research Group through its study of the law, actual cases, and interviews with lawyers.

THE TENANT SHOULD

- use the dwelling unit only as a dwelling
- use facilities and parts of the dwelling in a reasonable manner, and in the manner for which they were intended
- keep areas under his/her control clean and sanitary
- conduct him/herself and his/her visitors in a manner that does not disturb the neighbors. (Tenants are responsible for the actions of their guests.)
- not purposefully damage or remove any part of the premises
- test smoke alarms in dwelling

THE LANDLORD SHOULD PROVIDE

- a weather and waterproof exterior, roof, walls, windows and doors
- maintained plumbing facilities which comply with the law
- a water supply approved by the law which produces hot and cold running water, has proper fixtures, and is properly connected to a sewage system
- adequate, approved heating facilities in working order
- approved electric lighting, wiring and equipment, maintained and in working order
- clean and sanitary premises which are free from rodents and vermin
- adequate garbage receptacles
- floors, walls, ceilings, stairs and railings that are in good repair
- safety from fire, which includes the installation of smoke detectors
- working locks to all outside doors, locks to doors that require keys
- working latches for all windows that open, unless prohibited by fire or safety laws

For more details on the Oregon Residential Landlord and Tenant Act, contact ASUO Off-Campus Housing (EMU, Suite 3) and pick up a copy of The OSPIRG Renter's Handbook.

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