

If the place you are renting gets a new landlord s/he takes on all responsibilities and agreements of the old landlord. This includes returning any deposits when you move, even if the new landlord did not get the deposit money from the old landlord.

Before you rent a place, make sure that the place meets your needs; you can afford the rent; you clearly understand who will pay for electricity, heat, water and garbage pick-up; you inspect the place and note any damage or dirtiness in writing. Try to have the landlord with you during the inspection. If possible, have the landlord sign your notes. It is very important to have written notes in case the landlord later accuses you of causing damages that were there when you moved in.

A rental agreement is a spoken or written agreement between the landlord and tenant which spells out the responsibilities of each. If you have a written agreement, your landlord must give you a copy. Any changes must also be put in writing in case you have to go to court. Be sure to read any agreement carefully before signing it. Having a written agreement is a good idea. It might help if you get into a dispute with the landlord.

A rental agreement must include any rules made by the landlord. For a landlord's rule to be valid, you must be notified of it when you enter into the rental agreement and it must apply to all tenants. If a new rule is made after you enter into the rental agreement, and the rule makes a major change in the agreement, the landlord must get your consent to the rule in writing.

A spoken rental agreement can be the basis of a court case, but you have to prove what the landlord agreed to. The best proof is the testimony of witnesses present when the agreement is made. Written agreements are better since they are easier to prove.

A lease is technically just a rental agreement, although most people use the word "lease" to describe a rental agreement for a longer term, such as a year at a fixed rate of rent. However, a lease can also say you can be evicted or the rent can be raised with just thirty days written notice. A disadvantage of a longterm lease is that you are obligated to pay for rent for the entire term if you move out early unless the landlord finds another tenant.

Your landlord can raise your rent after you move in unless you have a lease that fixes the amount. Otherwise, your landlord can raise your rent thirty days after s/he notifies you in writing of the increase. A landlord cannot raise rent in retaliation or for exercising most other tenant rights.

A landlord can make you pay a deposit for pets, cleaning, keys and security (to cover any unpaid rent and repairs other than normal wear and tear). You can try to negotiate on the amount with the landlord. Ask for a receipt when you pay the deposit. The money must be returned to you within thirty days of when you move out and give back your key unless the receipt clearly labels the money a "non-refundable fee."

Unless the landlord agrees, you cannot get interest payments on a rental deposit.

The landlord must either return all of your deposit within thirty days after you move and return your keys or tell you in writing why it is not being returned. If the landlord does not return your money and give you a written explanation why, you can sue for twice the amount of the deposit.

The landlord is responsible for repairs to a rental. S/he must keep your place and any spaces around it in habitable (or decent) condition. This means effective waterproofing and weather protection; hot and cold running water connected to a sewage system; smoke detectors installed and working; safety from fire hazards; appliances and air conditioning in working order if they are provided by the landlord; good ventilation; working keys, locks and window latches; no garbage or rodents in your place when you move in or in public places around the building throughout your tenancy; garbage containers and service provided unless you agree otherwise in writing; adequate plumbing, heating and electrical equipment maintained in good working order; walls, floors, ceilings, stairways and railings in good repair; the place must be clean when you move in.

If the landlord will not repair your place you should try to persuade him/her to make the repairs by talking or in writing. You can call a building inspector to have the place examined. If the landlord still will not do the work, you can ask a judge to order him/her to make the repairs. This order is called an injunction. You can also take the landlord to Small Claims Court for damages. Another solution is to withhold all or part of your rent until repairs are done. You should take this step only if there are substantial problems and the response by the landlord may lead to an eviction action. Contact a lawyer or legal services if you are considering withholding your rent.

Essential services must be provided in a rental. The courts have said that they will determine essential services on a case by case basis. However, in general essential services include heat, hot and cold running water,



electricity and any other utility necessary for heating, cooking or sanitation. Essential services probably also include any other condition which seriously affects health, sanitation, safety or shelter from the elements.

If essential services are not provided in a rental you can take steps already mentioned. You have other options but you must give the landlord written notice that you are taking these steps and you must follow the law exactly. Your options include getting the service yourself and deducting the cost from your rent; sue the landlord; get substitute housing and do not pay rent for your regular place (you can sue the landlord to pay for the substitute place, but you cannot ask for more than your regular rent). Be sure to keep records of everything you do. The landlord can attempt to evict you for not paying rent or take you to court to get back the money you deducted.

If you have a month-to-month rental you must notify the landlord that you are moving thirty days before your last day in the place, unless s/he agrees to a shorter notice time. Get this agreement in writing.

You can give notice on any day of the month. The notice must be in writing telling the date you are leaving. Make sure the landlord receives the letter at least thirty days before your moving day.

If you have a lease for an extended period of time, such as a year, you do not have to give your landlord any notice if you are leaving when the lease is up.

You have to pay rent for the full thirty days after you give the landlord notice that you are leaving, even if you move out early. However, if a new tenant moves in during that time, you do not have to pay for any days that the new tenant is there.

If your landlord wishes to evict you, s/he must first give you an eviction notice. If you do not move on the day listed in the notice, the landlord will have to take you to court. You will be served with legal papers and a summons. If you do not show up in court a judgement will be made against you. With a judgement the landlord can get the sheriff to remove you from your place if you do not leave voluntarily. If you ask for a trial when you first go to court and lose, the landlord will get a judgement against you. However, even with a judgement, a landlord cannot personally remove you or take any other action to force you out other than calling upon the sheriff to remove you.

Your landlord cannot lock you out of your place, or kick you out or remove any of your possessions. The only way a landlord can make you move from your place is by going to court and getting an eviction order signed by a judge.

If you are a month-to-month renter, your landlord can give you notice to leave within thirty days. No reason has to be given unless you live in a mobile home or public housing, or have a lease. A landlord can give you a reason and say that you can stay if you correct the problem within fourteen days of receiving the notice.

If you are again causing a problem for which the landlord gave you a thirty day notice sometime in the last six months, s/he can now give you a notice requiring you to leave in ten days (or twenty days for mobile home tenants).

If you are keeping a pet in violation of the rental agreement, the landlord can give notice to get rid of your pet or leave in ten days.

If you are more than seven days behind in your rent, the landlord can give you notice to pay in three days or leave.

If you are threatening to hurt the landlord or other tenants, or causing a lot of damage to your place, you can be given a twenty-four hour notice to leave.

If you have a lease the landlord cannot evict you unless you violate the lease. When the lease is up your rental can end with no special notice from the landlord.

Eviction notices must always be in writing. Your landlord must go to a judge and get a court order before you can actually be evicted.

If you wish to fight an eviction action you must first ask your landlord to stop the eviction. If you cannot reach an agreement with your landlord, and you have a legal defense against the eviction, you can fight it in court. The eviction is illegal and you have a defense if you are being evicted for any of these reasons:

The landlord is retaliating against you for exercising your tenant rights.

You are being evicted because of your sex, race, color, marital status, national origin, religion, or a physical or mental handicap.

You can also argue that an eviction notice is illegal if it was not in writing or did not give the legally required amount of time to move.

If the eviction is for nonpayment of rent, you can win if you can show that the landlord violated the landlord/tenant act or your rental agreement and because of the harm this caused you, your landlord owes you at least the amount of unpaid rent.

If you challenge your eviction in a trial and lose you may have to pay your landlord's lawyer bills and court costs. In most cases, the landlord must sue you in a separate legal action to get back rent.

If you have not paid your rent in seven days after it is due, your landlord can give you notice to leave in seventy-two hours. If you have not paid after that amount of time your landlord can take you to court to evict you.

If you leave your place or are evicted and leave your property, your landlord can have your things sold to cover costs of the eviction but not unpaid rent, or throw away your things if they are not salable.

However, the landlord can only do this after giving you notice and a chance to get your things back.

If the landlord has the sheriff evict you after a court judgement and the sheriff takes your belongings, the sheriff can sell your property to cover court costs but not unpaid rent unless a separate court action has been rendered against you.

Though the laws and society often favor people who own property over people who do not, you have rights as a renter. Do not let anybody deny you your rights. Stand up and claim what is yours.

Ken Roth is a VISTA volunteer and editor of the Clatsop Community Action newsletter, "Undercurrents." Much of the information used in this article is from the Lane County Clients Council and Oregon Legal Services.

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Laurel's Wineshop

263 N. HEMLOCK, CANNON BEACH 436-1666