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Eviction Moratorium and Grace Period Extended for Oregon Renters

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On May 19, 2021, Governor Kate Brown signed a new measure into law that extends the deadline for payment of back rent delayed due to the pandemic to February 28, 2022. The new deadline for repayment replaces a previous grace period that was set to expire on June 31, 2021. Landlords may not take any steps to evict a tenant for unpaid rent that became due from April 1, 2020 to June 30, 2021 until after the new grace period expires.

Notice of Unpaid Rent

Before the end of the new grace period, the landlord may deliver a notice to tenants that any unpaid rent that accrued from April 1, 2020 to June 30, 2021 continues to be due and owing, but the notice must also state that eviction for nonpayment of rent that accrued during that period is not allowed until after the new February 28, 2022 deadline. The notice may also include information regarding tenant resources, which can be found at www.211info.org, and may offer a voluntary payment plan or request that the tenant contact the landlord to discuss a voluntary payment plan. However, if the notice offers a voluntary payment plan, it must state that the payment plan is voluntary.

Application of Security Deposit

For a rental agreement that terminates before February 28, 2022, a landlord is permitted to apply the security deposit or last month's rent deposit to any unpaid balance of rent that accrued from April 1, 2020 to June 31, 2021. In an exception to the default rule under Oregon law, a landlord that accepts partial payment of outstanding rent does not waive a landlord's right to terminate a tenancy for a violation of a rental agreement or for outstanding rent still owed after the end of the grace period.

Termination Notice for Failure to Pay Rent

If a landlord does give a renter a termination notice for failure to pay rent, the notice must state that eviction for nonpayment of rent that accrued from April 1, 2020, to June 30, 2021 is not allowed before February 28, 2022, and **must** provide the information regarding tenant resources found at www.211info.org.

Prohibition on Reporting to Credit Agencies or Treating Tenant as in Default

The new measure also prevents landlords from reporting any nonpayment of rent to consumer credit agencies, or otherwise treating a tenant with a past due rent balance that accrued from April 1, 2020 to June 30, 2021 as being in default until after the new grace period terminates.

Other Tenant Protections

A landlord may not consider any unpaid rent or attempt to recover possession of leased property due to nonpayment of rent that accrued from April 1, 2020 to February 28, 2022 when considering an applicant for a rental property.

Finally, the new measure also provides new protections for non-tenant guests residing at rental properties. A landlord now may not enforce a rental restriction based on either (1) maximum occupancy guidelines for the number of tenants or guests if the restriction is lower than the occupancy requirements provided by law, or (2) the maximum duration of a guest's stay in the rental property. However, if a guest resides in the rental property for more than 15 days in any 12-month period, the landlord may require that the guest satisfy any screening or admissions criteria ordinarily considered by the landlord for tenants, but not criteria related to the guest's credit references or income. The landlord may also require that the tenant and the guest enter into a temporary occupancy agreement that defines the landlord's and guest's rights, but the agreement cannot terminate the temporary occupancy before February 28, 2022. The new guest tenant protections do not prohibit a landlord from assessing fees for noncompliance with written rules or from terminating a tenancy based upon the guest's failure to comply with the terms of the temporary occupancy agreement.