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## RELOCATION ASSISTANCE FOR PORTLAND TENANCIES PCC 30.01.085

### 1. Relocation Assistance Required with 90 Day 'No Cause' Termination Notices

A Portland landlord may terminate a month-to-month tenancy for 'no cause' only if the landlord issues a written termination notice at least 90 days before the termination date (unless a longer timeline is required by the rental agreement).

At least 45 days prior to the termination date contained in a written 90 day (or longer) 'no cause' termination notice, that Landlord must pay to the Tenant as "Relocation Assistance" the following:

- \$2,900 for a studio or single room occupancy dwelling unit;
- \$3,300 for a one-bedroom dwelling unit;
- \$4,200 for a two-bedroom dwelling unit; or
- \$4,500 for a three bedroom or larger dwelling unit.

"Dwelling unit" is defined under Portland code and not Oregon law. It is a building, or a portion of building, designed for residential occupancy by a group of people. A dwelling unit has living facilities for one person or a group of people, including provisions for sleeping and cooking. Buildings with more than one set of cooking facilities usually contain multiple "dwelling units" unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

The term "Tenant" can include a group of people, in which case the Relocation Assistance is paid only once to that group of people in one dwelling unit. One payment check should be drafted to all Tenants unless each Tenant provides written authority for the landlord to divide the check.

### 2. Relocation Assistance Required if Tenant Terminates Rental Agreement After Receiving 10%+ Rent Increase

A Landlord must also pay the same Relocation Assistance if (a) the Landlord issues a 90-day written rent increase notice that increases the rent 10% or more within a rolling 12-month period and (b) within 45 days after a Tenant receives the rent increase notice, the Tenant provides written notice to the Landlord that the Tenant is terminating the rental agreement.

The Landlord is required to pay Relocation Assistance to the Tenant within 31 days of when the Landlord receives the Tenant's notice of termination.

After the Tenant receives Relocation Assistance payment, the Tenant has 6 months to either (1) issue a 30 day termination notice or (2) repay Relocation Assistance and remain in the dwelling unit subject to the increased rent.

### **3. Expiring Fixed Term Leases are Subject to Relocation Assistance**

A Landlord that declines to renew or replace an expiring fixed-term lease is considered to have terminated the rental agreement and is subject to paying Relocation Assistance. This provision does not require a Landlord to offer to renew or replace an expiring fixed-term lease, but subjects a Landlord that declines to renew or replace an expiring fixed-term lease to paying Relocation Assistance.

A Landlord that conditions renewal or replacement of an expiring fixed-term lease on the Tenant's agreement to pay a rent increase of 10% or more within a 12-month period subjects the Landlord to paying Relocation Assistance. A Tenant may decline to renew on these terms and provide written notice to the Landlord of the Tenant's intent to terminate the Rental Agreement, which requires the Landlord to pay Relocation Assistance.

### **4. Penalties for Landlord that Fails to Pay Relocation Assistance**

A Landlord that fails to comply with any of these requirements is liable to the Tenant for an amount up to three months rent, other actual damages, the Relocation Assistance payment and reasonable attorney fees and costs. Attorney fees are only recoverable by the Tenant and not the landlord.

### **5. Notice to Portland of all Relocation Assistance payments**

A Landlord must notify the Portland Housing Bureau of any Relocation Assistance payments to a Tenant of within 30 days of making such payments. Notice can be made online through <https://www.portlandoregon.gov/phb/76355>

### **6. Termination notices, Rent Increase notices and Relocation Assistance payment**

With any Termination Notice, Rent Increase Notice or Relocation Assistance payment, a Landlord must include a description of a Tenant's rights and obligations under PCC 30.01.085 and the eligible amount of Relocation Assistance.

### **6. Exceptions**

There is no Relocation Assistance required with a "for cause" eviction of a Tenant who is engaging in unlawful behavior or who is otherwise breaching the lease agreement, i.e. nonpayment of rent, damage to the premises, unpermitted pet, etc.

A Landlord may issue a 60 day termination notice (rather than 90 day) if a Landlord is selling a dwelling unit to a buyer that is required to take occupancy of the unit within 60-days of closing as condition of the buyer's federal mortgage financing. The Landlord must pay the Tenant the required amount of Relocation Assistance prior to the termination date.

The requirement for Relocation Assistance also does not apply to:

1. Rental Agreements for week-to-week tenancies;
2. Tenants that occupy the same dwelling unit as the Landlord;
3. Tenants that occupy one dwelling unit in a duplex where the Landlord's principal residence is the second dwelling unit in the same duplex;
4. Tenants that occupy an Accessory dwelling unit (ADU) in the City of Portland so long as the owner of the ADU lives on the site;
5. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years;
6. A Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence due to active duty military service;
7. A dwelling unit where the Landlord is terminating the rental agreement in order for an immediate family member to occupy the dwelling unit;
8. A dwelling unit regulated as affordable housing by a federal, state or local government for a period of at least 60 years;
9. A dwelling unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
10. A dwelling unit rendered uninhabitable not due to the action or inaction of a Landlord or Tenant;
11. A dwelling unit rented for less than 6 months with appropriate verification of the submission of a demolition permit prior to the Tenant renting the dwelling unit.
12. dwelling unit where the Landlord has provided a fixed term tenancy and notified the Tenant prior to occupancy, of the Landlord's intent to sell or permanently convert the dwelling unit to a use other than as a dwelling unit subject to the Oregon Residential Landlord Tenant Act.

A Landlord must complete and submit a required Relocation Exemption Application to Portland Housing Bureau in order to receive an exemption from paying Relocation Assistance. Exemption forms can be completed online through <https://www.portlandoregon.gov/phb/76351>

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