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**RELOCATION ASSISTANCE FOR PORTLAND TENANCIES**

**1. Relocation Assistance Required with 90 Day ‘No Cause’ Termination Notices**

At least 45 days prior to the termination date contained in a written 90 day (or longer) ‘no cause’ termination notice from a Landlord, 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.

The term “Tenant” can include a group of people, in which case the Relocation Assistance payment is paid only once to that group of people.

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

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

Additionally, a Landlord must pay the same Relocation Assistance if (a) the Landlord issues a written rent increase notice that increases the rent 10% or more within a 12-month period and (b) within 14 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 14 days of when the Landlord receives the Tenant’s notice of termination.

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

A Landlord that declines to renew or replace an expiring fixed-term lease on substantially the same terms, except for the amount of rent, 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 an increase in rent subjects the Landlord to paying Relocation Assistance if the proposed new rent results in an increase of 10% or more within a 12-month period. 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, or the prior Portland requirement to provide at least 90 days notice in any 'no cause' termination notice and 90 days notice to increase rent more than 5%, 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.

#### **5. Exceptions**

There is no Relocation Assistance required for just-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.

The requirement for Relocation Assistance also does not apply to:

- (1) Week-to-week tenancies;
- (2) Tenants that occupy the same dwelling unit as the Landlord;
- (3) A Landlord who temporarily rents out the Landlord's principal home during an absence of less than 3 years; or
- (4) A Landlord who rents only one dwelling unit in Portland.

Please be advised the City of Portland is providing misleading information about who must pay the Relocation Assistance. As of April 18, the website for City of Portland Commissioner Chloe Eudaly read "Property owners who own a single rental unit are exempt from paying relocation assistance."

As a result of this statement, a sophisticated property management client believed that it was exempt from Relocation Assistance when it terminated a tenancy at a Portland property that was owned by a person who owns only that single unit.

However, a property management company that manages numerous Portland properties – even if each unit is owned by a person who only owns one unit – is still subject to Relocation Assistance. A "Landlord" who rents only one dwelling unit in Portland is exempt from Relocation Assistance, but the term "Landlord" includes both owner and property management company. If a property management company manages more than one unit in Portland, any 'no cause' termination notice or rent increase notice (that increases rent over 10%) issued by that property management company will subject that property management company to the Portland Relocation Assistance payment – even if the particular rental property at issue is owned by a person who owns only that one unit within the City of Portland.

These changes to Portland City Code are set to expire October 6, 2017.

**30.01.085 Portland Renter Additional Protections.**

(Added by Ordinance No. 187380, effective November 13, 2015.)

- A. In addition to the protections set forth in the Residential Landlord and Tenant Act, the following additional protections apply to Tenants that have a Rental Agreement for a Dwelling Unit~~Premises~~ covered by the Act. For purposes of this chapter, capitalized terms have the meaning set forth in the Residential Landlord and Tenant Act.
- B. A Landlord may terminate a Rental Agreement without a cause specified in the Act only by delivering a written notice of termination (the “Termination Notice”) to the Tenant of (a) not less than 90 days before the termination date designated in that notice as calculated under the Act; or (b) the time period designated in the Rental Agreement, whichever is longer. Not less than 45 days prior to the termination date provided in the Termination Notice, a Landlord shall pay to the Tenant, as relocation assistance, a payment (“Relocation Assistance”) in the amount that follows: \$2,900 for a studio or single room occupancy (“SRO”) Dwelling Unit, \$3,300 for a one-bedroom Dwelling Unit, \$4,200 for a two-bedroom Dwelling Unit and \$4,500 for a three-bedroom or larger Dwelling Unit. The~~This~~ requirements of this Subsection does not apply to Rental Agreements for week-to-week tenancies, or to Landlord who rents out or leases out only one Dwelling Unit in the City of Portland, or to a Landlord who temporarily rents out the Landlord’s principal residence during the Landlord’s absence of not more than 3 years, or to Tenants that occupy the same Dwelling Unit as the Landlord. For purposes of the exception provided in this Subsection, “Dwelling Unit” is defined by PCC 33.910, and not by ORS 90.100. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring fixed-term lease on substantially the same terms except for the amount of Rent or Associated Housing Costs terminates the Rental Agreement and is subject to the provisions of this Subsection.
- C. A Landlord may not increase a Tenant's Rent or Associated Housing Costs by 5 percent or more over a 12 month period unless the Landlord gives notice in writing (the “Increase Notice”) to each affected Tenant: (a) at least 90 days prior to the effective date of the rent increase; or (b) the time period designated in the Rental Agreement, whichever is longer. Such notice must specify the amount of the increase, the amount of the new Rent or Associated Housing Costs and the date, as calculated under the Act, when the increase becomes effective. If, within 14 days after a Tenant receives an Increase Notice indicating a Rent increase of 10 percent or more within a 12 month period and a Tenant provides written notice to the Landlord of the Tenant’s intent to terminate the Rental Agreement (the “Tenant’s Notice”), then, within 14 days of receiving the Tenant’s Notice, the Landlord shall pay to the Tenant Relocation Assistance in the amount that follows: \$2,900 for a studio or SRO Dwelling Unit, \$3,300 for a one-bedroom Dwelling Unit, \$4,200 for a two-bedroom Dwelling Unit and \$4,500 for a three-bedroom or larger dwelling unit. For purposes of this Subsection, a Landlord that conditions the renewal or replacement of an expiring lease on the Tenant’s agreement to pay an increase in

the Rent or Associated Housing Costs increases the Tenant's Rent, and is subject to the provisions of this Subsection. The requirements of this Subsection do not apply to Rental Agreements for week-to-week tenancies, or to a Landlord who rents out only one Dwelling Unit in the City of Portland, or to a Landlord who temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years, or to Tenants that occupy the same Dwelling Unit, as defined in Subsection B. of this Section, as the Landlord.

- D.** A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.085 shall be liable to the Tenant for an amount up to three months Rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs (collectively, "Damages"). Any Tenant claiming to be aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.
- E.** The provisions of this Section 30.01.085 concerning Relocation Assistance shall be in effect for the duration of the Housing Emergency declared by Council on October 7, 2015 by Ordinance 187371 and extended for a period of 1 year to October 6, 2017 by Ordinance 187973, and shall apply to all notices of termination and to all notices of increases of a Tenant's Rent or Associated Housing Costs pending as of the effective date of those provisions, subject to the following provisions:
1. If, as of the effective date of the Relocation Assistance provisions of this Section, a Landlord has given notice of termination, but the termination has not yet occurred, the Landlord, within 30 days of the effective date of these provisions, either shall notify the Tenant in writing that the Landlord has rescinded the notice of termination, or shall pay the Relocation Assistance provided for in Subsection B. of this Section.
  2. If, as of the effective date of the Relocation Assistance provisions of this Section, a Landlord has given notice of an increase of a Tenant's Rent or Associated Housing Costs that triggers the obligation to pay Relocation Assistance under Subsection C. of this Section, the Tenant shall have the right, within 14 days of the effective date, to notify the Landlord that the Tenant is terminating the Rental Agreement, and the Landlord shall have 14 days thereafter within which to give written notice to the Tenant either that the Landlord has rescinded the increase or has reduced it below the level that triggers the obligation to pay Relocation Assistance, or, in the alternative, to pay the Relocation Assistance.