

LANDLORDS: Do you have a tenant who might be a victim of domestic violence, stalking, or sexual assault?

If so, specific laws apply. Your tenant has rights and responsibilities, and so do you.

This also applies if a minor child living with the tenant is a victim.

Your tenant (or a minor child) who is a victim of domestic violence* has the right to have locks changed promptly.

The tenant's responsibilities:

1. The tenant must notify you that:
 - a. the tenant is a victim of domestic violence,* *and*
 - b. the tenant wants the locks changed.
2. If the perpetrator of the domestic violence* lives with tenant, the tenant must give you a copy of a restraining order specifically requiring the perpetrator to move out.
 - a. The perpetrator's tenancy rights end automatically when the restraining order becomes final.
 - b. You may evict the perpetrator (without evicting the others) if the perpetrator physically assaulted another household member).
3. If the perpetrator doesn't live with the tenant, a verbal request—by phone or in person—is sufficient. You can request written confirmation, but you can't hold up the lock change awaiting the confirmation.

*for purposes of this flier, "domestic violence" includes stalking, sexual assault, and dating violence.

4. The tenant must pay the cost of changing the locks. You can't delay changing the locks until you get paid.
5. If the tenant changes the locks or has them changed, you must be given a key. Not giving you a key is grounds for a 30-day for-cause termination notice.

Your responsibilities:

1. You must either:
 - a. promptly change the locks, *or*
 - b. allow the tenant to change the locks or have them changed.If you do neither, your tenant has the right to change the locks or have them changed.
2. You can't insist the lock-change cost be paid before changing the locks. Nonpayment of the charge is grounds for a 30-day for-cause termination notice.
3. You should not allow the perpetrator back into the rental unless the court orders that.
4. You cannot raise the rent or assess new deposits or charges because one tenant has been excluded.

Your tenant (or a minor child) who is a victim of domestic violence* has the right to be released from your lease or rental agreement with a 14-day notice.

The tenant's responsibilities:

1. Your tenant must request the release in writing. That can be as simple as a statement that "I am a victim of domestic violence [or stalking or sexual assault]. Attached is copy of proof. I request that I be released from my rental agreement effective ____." The termination date must be at least 14 days after delivering the notice (17 days if the notice is mailed).
2. Your tenant must provide proof of being a victim. Proof can be any of the following:

- a. A court order of protection (commonly called a restraining or stalking order) showing the tenant as the victim;
 - b. A copy of a police report showing the tenant as victim of an act of domestic violence*;
 - c. A copy of a conviction of the perpetrator for an act of domestic violence*; *or*
 - d. A statement, on a prescribed form, from a law enforcement officer, the victim's attorney or doctor, or a victim services provider stating the tenant has reported an act of domestic violence*.
3. Your tenant is responsible for rent up until the release date and any damages occurring before the release date.

Your responsibilities:

1. If the victim is the sole tenant:
 - a. The tenant can terminate the tenancy.
 - b. You cannot assess fees based solely on termination (like a lease-buyout fee, or requiring return of move-in incentives).
 - c. If rent is paid past the termination date or you're holding last month's rent, you must return the unused portion with the deposit accounting.
 - d. You must refund or account for security deposits and prepaid rent within 31 days.
2. If the victim is not the sole tenant:
 - a. The tenancy does not terminate; the remaining tenants continue to be responsible for the remainder of the lease.
 - b. You cannot hold the released tenant responsible for rent past the release date or damage occurring after the release date.
 - c. You cannot terminate the tenancy of the remaining tenants due to the departure of the victim. You cannot re-screen or re-qualify them; the tenancy continues as is.

d. If any security deposit remains after the entire tenancy ends, the victim may be entitled to a share of it; the easiest solution is to mail a check payable to all tenants to whatever forwarding address you are last given.

If your tenant or applicant (or a minor child) is a victim of domestic violence*, you may not treat that person differently for that reason.

Your responsibilities:

1. You may not refuse to rent to someone or refuse to renew a lease or terminate a tenancy because:
 - a. The applicant or tenant is a victim of domestic violence*, *or*
 - b. A violation of your lease is an incident of criminal activity involving domestic violence* where the tenant is a victim.
2. You may not impose different rules or selectively enforce rules because the tenant is a victim of domestic violence*.
3. If you are terminating or evicting because of tenant behavior (whether for-cause or no-cause), you must drop a victim of domestic violence* from the termination or eviction once you are notified.

The tenant's responsibilities:

1. The tenant may be evicted if you have already given the tenant a written warning notice about the perpetrator's behavior and:
 - a. The tenant consents to the perpetrator coming onto the property and he becomes a threat to others on the property other than the victim, *or*
 - b. The tenant allows the perpetrator to move in without your permission.

2. If you are terminating or evicting for tenant behavior, the tenant must tell you of being a victim of domestic violence* for you to drop the victim from the termination or eviction.

If a household member perpetrates a criminal act of physical violence against your tenant (or a minor child), you may evict the perpetrator with a 24-hour notice.

Your responsibilities:

1. You may serve a 24-hour termination notice on the perpetrator only, not other household members.
2. If the perpetrator does not move out, you may file an eviction, naming only the perpetrator.
3. You may not increase the rent or deposit, or otherwise change the terms of the agreement with the remaining tenants.

The tenant's responsibilities:

1. All residents are responsible for rent (and damages) up to the point of the perpetrator's removal. Remaining residents are responsible for rent (and damage) after that point.
2. If you are terminating or evicting the household and your tenant is a victim of domestic violence*, the tenant must notify you. If your reason for terminating (whether you are using a for-cause or no-cause notice) can be construed as domestic violence*, you must drop the action against the victim but you can continue against the perpetrator.
3. The tenant must not allow the perpetrator back into the home.

*for purposes of this flier, "domestic violence" includes stalking, sexual assault, and dating violence.

*National Domestic Violence Hotline
800-799-7233*

*Women's Crisis Line for help in Oregon
888-235-5333*

The law is more complex. This flier explains the basics, but is not a substitute for the law itself or competent legal advice.

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