

Mind Your Business – Tia’s Tips for better Rental Management

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Domestic Violence is Everyone’s Problem

Housing providers and domestic violence law

The scourge of domestic violence (DV), sexual assault and stalking impacts our society without regard to age, race, religion, sex, gender, domestic partnership, or socioeconomic status. As a housing provider you bear a special responsibility to victims of DV in your rental properties. October is Domestic Violence Awareness Month, so there’s no better time to educate yourself on your rights and responsibilities regarding domestic abuse. Whether the victim is asking you to change locks, break a lease, or terminate the tenancy of the perpetrator, you have an obligation to act. The victim has the obligation to provide evidence of the incident(s) of DV, such as a restraining order or other third-party verification. Here’s what you need to know:

ORS 90.445 – Removal of perpetrator – A perpetrator of domestic violence may be removed from the tenancy with **24-hour Notice for Harm or Substantial Damage - ORHA form #8**. You may not terminate the tenancies of any other household members. If you terminate a perpetrator's tenancy, you may not require the remaining tenants to pay any additional rent, deposits or fees related to the incident. The perpetrator remains jointly liable with any other tenants for rent or damages to the premises incurred prior to the date the perpetrator vacates the dwelling or the termination date specified in the notice, whichever is later.

ORS 90.449 – Discrimination against victim – You may not terminate or fail to renew a tenancy, serve a notice to terminate, bring or threaten to bring an action for possession, increase rent, decrease services, or refuse to enter into a rental agreement because a tenant or applicant is, or has been, a victim of domestic violence, sexual assault or stalking. This also applies to violations of the rental agreement if the violation consists of an incident of domestic violence, sexual assault or stalking committed against the tenant or applicant. For applicants, past evictions or poor rental references may not be counted against them if they related to a time when the DV was ongoing.

You may terminate the victim's tenancy if after a written warning to tenant related to the conduct of the perpetrator, the victim permits or consents to the perpetrator's presence on the premises and the perpetrator is an actual and imminent threat to the safety of persons on the premises other than the victim, or the perpetrator is an unauthorized occupant and the tenant permits or consents to the perpetrator living in the dwelling unit after an incident of domestic violence without your permission. Often, victims and perpetrators repeat a cycle of estrangement followed by reconciliation. This statute allows you to prevent a perpetrator from moving back in without your permission, and to terminate the tenancy of the victim if they allow the perpetrator back into the rental property.

ORS 90.453 – Early termination by victim of sexual assault, stalking or domestic violence. A victim may terminate the rental agreement for themselves and immediate family members with 14 days' written notice. The victim must specify the release date and must list the names of any immediate family members to be released. The tenant must also provide the landlord with verification that they are under a valid order of protection, or have been the victim of domestic violence, sexual assault or stalking within the 90 days preceding the date of the notice.

Absent a court order, a victim may also provide verification from a qualified third party. The proper form of a third-party verification is found in **ORS 90.453(3)**. This 14-day release provision applies to all tenancies, periodic or fixed-term. The victim shall not be held liable for rent or damages to the dwelling unit, incurred after the release date; and is not subject to any fee solely because of termination of the rental agreement, including a lease-break fee.

You may not disclose any information provided by a victim to any third party without the written consent of the victim or required for use in eviction proceeding, made to a qualified third party, or required by law.

You may not hold a victim of domestic violence financially responsible for damage caused by a perpetrator. But you may require verification of the incident(s) of domestic violence by a qualified third party as specified by ORS 90.453(3).

ORS 90.456 – Other occupants not a part of the act of domestic violence remain subject to the rental agreement and their tenancy shall continue. Any deposits or prepaid rent paid by the victim, perpetrator or other tenants shall be applied and accounted for to the remaining tenants upon termination of the tenancy and delivery of possession.

ORS 90.459 – Changing locks for victims. Upon notice by the tenant to the landlord that the tenant is victim of domestic violence, sexual assault or stalking, the landlord shall promptly change the locks of the tenant's dwelling unit at the tenant's expense, or may give the tenant permission to do so. If a tenant performs the lock change, they shall give the landlord a copy of the new key(s). You may not delay changing the locks prior to being paid to do so; however, the tenant is responsible for the cost, and tenancy may be terminated for-cause for failure to pay.

Before locking out an alleged perpetrator, verify the incident(s) of DV by obtaining a copy of their valid order of protection or third-party verification. You are then relieved of the obligation to give the perpetrator a key or allow entry, even to retrieve belongings. It is not your responsibility to oversee a perpetrator's removal of personal property. Sometimes the police or an agreeable third-party will agree to be present for property retrieval.

Landlord penalty for violating domestic violence statutes - two months' periodic rent or twice actual damages sustained by tenant or applicant, whichever is greater.

This column offers general suggestions only and is no substitute for professional legal counsel. Please contact an attorney for advice related to your specific situation.