

Tenant Education Information

City of Eugene



Introduction

[City of Eugene Ordinance 20670](#) requires that landlords provide a copy of this document to each tenant who is a party to the rental agreement at the time a rental agreement is executed.

The City of Eugene Rental Housing Code covers habitability standards for rental properties.

The 10 areas covered include:

- **Heating:** There must be a permanently installed heating source able to provide a room temperature of 68° F. Heating devices must conform to applicable laws, and fuel-burning appliances must be properly ventilated.
- **Smoke Detection:** Each unit must have an approved and working smoke alarm or smoke detector installed and maintained in accordance with the state building code.
- **Security:** Doors and windows must be equipped with working locks.
- **Structural Integrity:** Roof, floors, walls, foundations, and all other structural components must meet the building code.
- **Weatherproofing:** Roof, exterior walls, windows, and doors must prevent water leakage into living areas; repairs must be permanent and use accepted construction methods.
- **Plumbing:** Systems must be in a safe and sanitary condition, free of defects, leaks and obstructions; repairs must be permanent, and use accepted plumbing methods.
- **Electrical:** Electrical systems shall be in good working order and conform to applicable law at the time of installation. Repairs must be permanent and through generally accepted electrical methods.
- **Appliances:** All appliances that are furnished by the landlord must be in good working order and shall be maintained by the landlord.
- **Carbon Monoxide:** Each unit containing or connected to a carbon monoxide source must have an approved and working carbon monoxide alarm.
- **Rats:** Every dwelling unit must be maintained free of rats.

The Rental Housing Code also requires the following:

Move-In Documentation of Unit Condition: Landlords must provide the tenant with written and photo/video documentation of the condition of the unit before the tenant moves in. The landlord may provide a physical or electronic copy of this documentation. The landlord must receive written confirmation from the tenant that they have received the documentation.

- Photos/Videos: Before the tenant moves in, the landlord must take photos or videos of the unit in the 30 days before move-in. Photos and/or videos must include:
 - Each wall, ceiling and floor in each room.
 - Inside and outside of each appliance.
 - Any exterior components of the unit that the tenant is responsible for maintaining.
- Written documentation describing condition of floors, walls, windows, ceilings, fixtures, cabinets, locks, smoke detectors, and appliances. Landlords may choose to document using a form the city provides at eugenerentalcode.org.
- **Move-Out Documentation of Unit Condition:** Within [31 days](#) after the tenancy terminates, if a landlord does not fully refund a security deposit, the landlord must provide:
 - Photos and/or videos of the condition that the landlord believes justifies the refusal to refund the full security deposit. The photos and/or videos must be taken within 31 days of move-out.
 - Written statement describing the condition that the landlord believes justifies the refusal to refund the deposit.

- **References:** Landlords must provide a reference for tenants within 5 days of a written request from tenants using the City of Eugene’s Tenant Reference Form found at eugenerentalcode.org. Landlords must provide references up to twice per calendar year per tenant.
- **Tenant Education:** Landlords must provide this form, Tenant Education Information, to tenants when a rental agreement is executed. This form must include:
 - Rights and obligations of landlords related to termination of tenancy.
 - Information about the requirements of the City Rental Housing Code.
- **Limit of Security Deposits.** Landlords cannot charge more than two times the monthly rent for deposits (including security, cleaning, and last month). Pet deposits are not included.
 - Additional deposit of up to one month’s rent allowed for:
 - Applicants who do not meet screening requirements when a landlord follows [state law for denials](#).
 - Agreed upon lease modification after first year.
 - Landlords must allow tenants at least 3 months to pay the additional security deposit.
- **Applications Processed in Order Received.** Landlords must process rental housing applications on a first-come, first-served basis and offer the unit to the first qualified applicant.
 - A landlord may not have to follow this rule for one of the following:
 - Affordable Housing units.
 - Rental units occupied by both the landlord and tenant.
 - Rental units when the landlord lives in another unit on the same lot or parcel as the tenant.
 - A rental that will be shared with an existing tenant who has a separate agreement.
 - A rental not advertised or rented to the general public.
 - Landlords must allow an applicant to hold their place in line for up to 24 hours if the applicant requests additional time because of a language barrier.
- **Relocation Assistance.** Landlords must provide the tenant a payment equal to two months’ rent if the landlord initiates certain triggering events.
 - **Triggers for Relocation Assistance**
 - Legal no-cause evictions.
 - Rent increases at the maximum annual percentage allowed by state law (7% plus inflation or 10%, whichever is lower) when the tenant requests relocation assistance because they cannot afford the increased rent.
 - Qualifying landlord-based reasons for termination (1) demolish or convert the unit, (2) make repairs or renovation and the property will be unsafe to live in, (3) landlord or landlord’s family plans to move in, (4) sold to someone who plans to move in.
 - Non-renewal of a fixed-term lease of less than one year (or conditioning renewal on substantial changes to the lease), when the tenant requests a renewal in writing at least 60 days prior to the end of the fixed term.
 - **Exemptions for Relocation Assistance.** A landlord may not have to pay relocation assistance for one of the following:
 1. Week-to-week tenancies.
 - a. If the lease is executed AFTER August 25, 2023: (Notice of the exemption must be provided to the tenant no later than the execution of the rental agreement, and notice of the exemption must be submitted to the City within 30 days of the date it is provided to the tenant)
 - b. If the lease is executed and effective BEFORE August 25, 2023: Notice of the exemption must be provided to the tenant and the City no later than September 24, 2023
 2. When a landlord and tenant occupy the same dwelling.
 - a. If the lease is executed BEFORE September 1, 2023, no notice to the tenant or the City is required.
 - b. If the lease is executed ON OR AFTER September 1, 2023: If the landlord is living in the dwelling at the time of execution of the rental agreement, the landlord must provide the tenant with notice of the exemption no later than the execution of the rental agreement. If the landlord moves into the dwelling unit during the term of the rental agreement, the landlord must notify the tenant within 30 days of the date the landlord moves in that the exemption from relocation

assistance will apply once the landlord has lived in the dwelling for six months. Notice of the exemption must be submitted to the City within 30 days of the date it is provided to the tenant.

3. When a landlord and tenant occupy the same Middle Housing parcel I (same notice as #2 above).
 4. When a landlord rents a unit on a property with an Accessory Dwelling Unit (ADU) and lives onsite (same notice as #2 above).
 5. When a landlord temporarily rents out their Principal Residence for not more than 3 years (same notice as #1, above).
 6. When a landlord temporarily rents out their Principal Residence due to active military service (same notice as #1, above).
 7. A unit of Affordable Housing (same notice as #1, above, except that no notice to the City is required).
 8. A dwelling unit impacted by the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (REGARDLESS of when the lease was executed: Notice of the exemption must be provided to the tenant at the same time that the landlord provides notice of termination of the rental agreement and notice of the exemption must be submitted to the City within 30 days of the date it is provided to the tenant.)
 9. A dwelling Unit rendered immediately uninhabitable (same notice as #8 above).
 10. A dwelling Unit rented for less than 6 months with demolition permit submitted prior to entering into a rental agreement (same notice as #1 above).
 11. A fixed-term tenancy where the tenant was notified in advance of the landlord's intent to sell or permanently convert the unit to non-residential use (same notice as #1 above).
- **Mandatory Termination of Tenancy/Eviction Reporting.** Landlords are required to report evictions to the City of Eugene for any termination notice that results in the tenant moving out.

State Law: Rights and Obligations of Landlords & Tenants Related to Termination of Tenancy

ORS 90.427 says tenants cannot be evicted without cause after they have lived in a dwelling for more than one year, except for the following circumstances:

- If the landlord intends to demolish the unit or convert it to a non-residential use.
- If the landlord intends to make repairs or renovate the unit in ways that will render it unsafe to live in.
- If the landlord or an immediate member of their family intends to move in, and they do not have any comparable units available in the same property.
- If the landlord has already sold the unit to someone and the new owner intends to move in.

If the landlord evicts a tenant because of one of the reasons above, the landlord must give the tenant 90 day notice and they be required to pay the tenant one month's rent for state relocation assistance. If the landlord is required to pay state relocation assistance, the amount can be deducted from the City required relocation assistance payment.

The rights and obligations of landlords and tenants related to termination of tenancy are different if the landlord lives in the same building or on the same premises, and the building or premises only has one or two only has two dwelling units. Learn more at: https://oregon.public.law/statutes/ors_90.427.

Complaints Regarding City of Eugene Rental Housing Code:

How to File a Complaint

To file a complaint related to the Rental Housing Code: Send a written notice to the owner or the property manager. It is recommended that you keep a copy for your records. Allow 10 days for the owner or property manager to respond (48 hours for essential services, screening charges, application processing, and security deposits). If there is no response from your landlord, you can submit a complaint to the City online at eugenerentalcode.org. If you were evicted and you believe that your landlord did not report the eviction to the City, you may file a complaint directly with Rental Housing Code compliance. You do not need to send a written notice to the owner or the property manager.

Additional Resources:

- General housing and shelter resources: Call 211 or visit 211info.org
- Oregon Residential Landlord and Tenant Law: oregon.public.law/statutes/ors_chapter_90
- Education and enforcement of fair housing laws: fhco.org/
- BOLI Fair Housing: oregon.gov/boli/civil-rights/Pages/fair-housing.aspx
- Information on statewide landlord-tenant laws: oregonlawhelp.org/resource/landlord-tenant-law-in-oregon
- Legal resources related to housing issues: oregonlawhelp.org/issues/housing
- Statewide nonprofit organization for legal help, Legal Aid Services of Oregon: lasoregon.org
- Free legal help from Oregon Law Center: oregonlawcenter.org
- Tenant hotline and renter resources: springfieldeugenetenantassociation.com, 541-972-3715
- Information about the City of Eugene Rental Housing Code: eugenerentalcode.org

