

## 5. Double Check The Law

The laws governing landlord and tenants are tricky and often changing. Always review the law as it relates to your tenant issue before taking action. A mistake can be expensive, particularly when attorney fees are awarded to your tenant when you lose.

## 6. Incorrectly Charging For Carpet Cleaning

If you want to charge for carpet cleaning, you must do the following:

- a. Your rental agreement must state that you may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before vacating; AND
- b. The carpet was cleaned, or replaced, after the last tenant moved out and before the current tenant moved in; AND
- c. You cleaned the carpet, or hired a professional, after the current tenant moved out with a cleaner/shampooer (not just a vacuum cleaner).

## 7. Charging A Nonrefundable Pet Deposit

You cannot charge a nonrefundable pet deposit. This would be considered a “fee”, and the law allows only specific fees. A pet fee is not allowed.

- a. You may charge for pet rent and/or a refundable pet deposit.
- b. The rules are stricter if your tenant has a service animal or companion animal. For example, a refundable pet security deposit is illegal for tenants with a service animal or companion animal.



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## LANDLORDS: 7 Ways To Get Sued By Your Tenants In Columbia County

*The information contained in this pamphlet is generalized information and is not the law or legal advice. There are many dangers to watch out for when evicting a tenant that are not addressed in this pamphlet. You cannot rely upon this pamphlet as legal advice or instructions on how to evict a tenant.*



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## 1. Improper Notice Of Termination

Generally, you must provide your tenant with a written notice that you want to terminate the tenancy. What must be included in the notice will depend on many factors, including:

- a. How long the tenant has lived in your rental property
- b. The reason for terminating the tenancy (failure to pay rent, the rental property is being sold, etc.)
- c. Who your tenant is (victim of domestic violence, rent assistance by NOHA, etc.)
- d. How your notice will be served on your tenant.

Using the wrong form of notice or failing to include certain information in your notice may cause your eviction lawsuit to be dismissed.

## 2. Improper Service Of Notice Of Termination

When providing your tenant with a notice of termination of their tenancy, you must deliver it in a very specific way. The safest ways to deliver your notice is by:

- a. Personal Delivery. You or someone you know should personally hand-deliver the notice to each of your tenants you are asking to leave.
- b. Mail. You should mail your notice by *Regular First Class Mail* (stamp). Do NOT mail it by certified, registered, restricted, or any other USPS mailing option. To prove that you did mail the notice, ask the post office for a "Certificate of Mailing".

You should review ORS 90.150, 90.155, and 90.160 to become aware of other pitfalls not discussed here.

## 3. Failing To Account For A Security Deposit

Even if the tenant damaged your rental unit, you are not automatically entitled to their security deposit. If you want to claim all or part of the security deposit, you must:

- a. Give the tenant a written accounting of the deposit.
- b. Specifically state in the accounting the reason(s) why you are claiming a right to the deposit.
- c. Give the written accounting to the tenant within 31 days of the tenant returning possession of the rental unit.

If you are not claiming the security deposit, you must return the deposit within 31 days of the tenant returning possession of the rental unit.

## 4. Retaliation

You may not intend to harm your tenant after he/she complains to you about something related to the rental property or tenancy, but beware of claims of retaliation!

- a. A retaliation claim arises after the tenant makes a complaint to you and you (1) evict the tenant, (2) threaten to evict the tenant, (3) increase rent, or (4) decrease the services you generally provide to the tenant.
- b. Retaliation claims can arise under other circumstances as well. For example, your tenant may claim you retaliated against him/her if you try to evict the tenant within six months after the tenant successfully defended your previous eviction lawsuit.

Defending a retaliation claim can be difficult and expensive. It is almost impossible to predict whether the court will find that retaliation occurred.

