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Rental Forum: Domestic Violence Laws Benefit Tenants

By J. Norton Cabell, Special Writer

In 2003, the Oregon Legislature passed laws providing tenants who are victims of domestic violence, stalking or sexual assault with rights to have locks changed and even to break a lease in certain circumstances.

Most often, tenants covered by this law are women.

To break a lease, a tenant must give the landlord a written 14-day notice (17 days if it's mailed) and proof that she (or a minor child living with her) is a victim of domestic violence, stalking or sexual assault. The proof can be a copy of a restraining order, a police report or a statement from a law enforcement officer.

A tenant who complies with the legal requirements is not responsible for rent beyond the termination date or damage occurring after that date. If the tenant is the sole tenant, the lease ends and the landlord must return the security deposit (or an accounting for it) within 31 days. The landlord can't assess lease-termination fees or try to recoup lease-up incentives.

If she is not the sole tenant – there are roommates – the tenancy continues, but she is no longer responsible for rent or subsequent damage. The tenant also has an interest in the security-deposit refund, if any, when the tenancy does eventually end.

A victim of domestic violence, stalking or sexual assault (or the custodial parent of such a victim) also has the right to have the locks to her home changed promptly, though she will be responsible for the cost.

To change the locks, the tenant must simply ask the landlord. While a verbal request is sufficient, putting it in writing is always best. The landlord can choose either to change the locks himself or to authorize the tenant to have the locks changed. If the landlord does neither, the tenant can change the locks but must give a key to the landlord. The landlord can't insist on being paid for the lock change before changing the locks, but a failure to pay the bill for the lock change is grounds to terminate the tenancy.

If the perpetrator of the domestic violence or sexual assault also lives in the residence, a simple request to change the locks is not sufficient. Before the landlord changes the locks

or allows them to be changed, the victimized tenant must give provide a copy of a restraining order showing the perpetrator to be excluded from the property.

The wording of the new statutes – Oregon Revised Statutes 90.453, 90.456 and 90.459 – can be found at the Legislature’s Web site: Look for Chapter 90 at www.leg.state.or.us/ors/home.htm.

Other legislative changes have the effect of prohibiting landlords from evicting tenants who are victims of domestic violence. If a woman is assaulted in her own home, that occurrence alone is not grounds for her eviction.

But the new language is quite broad. What happens between members of a household – assault, violence, abuse, possibly even murder – is no longer the business of landlord, unless it creates noise and disturbance or otherwise interferes with the rights of other tenants. The sweep of the new laws has already created a few problems, so it’s likely the Legislature will tinker with them in the upcoming session.

Questions about rental issues for Eugene property manager and columnist J. Norton Cabell may be sent by e-mail to norton@efn.org. Questions should be brief and cannot be answered individually.

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