

72 Hour Notice Fact Sheet

What is a 72 Hour Notice?

On the eighth day after rent is due and owing, the landlord can give the tenant a *72 hour written notice* to pay rent. This notice must inform the tenant that the landlord will terminate the tenancy unless the tenant pays rent within the 72-hour period. (Ore. Rev. Stat. § 90.394(2)(a).) The notice must specify the amount of rent that must be paid and the date and time by which the tenant must pay the rent. (Ore. Rev. Stat. § 90.394(3).) If the tenant does not pay rent, then the landlord can go to court and file an eviction lawsuit against the tenant.

How must the notice be served?

Just as the law establishes very specific requirements for eviction notices, it also requires that notices be served in very specific ways. Even if the notice is correct, it may have no effect if it is not served the right way. Notices may be served by either personal delivery or by first class mail. A lease or other written rental agreement can outline additional ways to serve notices. First class mail is specifically defined. It does not include certified or registered mail or any other type of mail that may delay actual delivery of mail to the tenant. If your landlord chooses to serve a for-cause eviction notice by mail, you would get three extra days to correct the issue described in the notice. The termination of the tenancy would also be extended by three days. A 72-hour (or 144-hour) notice for not paying rent is considered to be served on the day it is both mailed to the tenant and attached securely to the main entrance of the tenant's unit. (ORS 90.155)

Do I have to be out in 72 Hours?

The tenant does not have to move out of the unit in the 72 hours. The 72 hours is the amount of time given to pay the rent owed. After the time specified in the notice has passed, if the tenant has not paid the owed rent then the landlord may file a complaint with the court for the county where the property is located. If the landlord files the complaint, all tenants must be officially notified that there has been one filed. The next step would then be to go to your first appearance and mediation with the landlord on the scheduled court date. The tenant may decide to fight the eviction which could lead to increased costs of the lawsuit for both the landlord and the tenant and allow the tenant more time to remain living in the rental unit. If a court finds that a landlord illegally removes or denies a tenant access from a rental, the tenant may be able to remain living in or recover the greater of up to two month's rent or twice the tenant's actual damages. (Ore. Rev. Stat. § 90.375.)

The court sided with the landlord, now what?

Even after a landlord wins an eviction lawsuit against a tenant, the landlord is not authorized to remove the tenant from the rental unit. Only a law enforcement officer with a court order can do that. Tenants sometimes leave personal property behind at the rental unit after an eviction has occurred. If this happens, Oregon law requires the landlord to store the property in a safe location and then send a written notice to the tenant. This notice must inform the tenant of the property the tenant left behind and that the tenant has 30 days to claim the property. If the tenant does not claim the property within 30 days, then the landlord can legally get rid of it. The landlord can also charge the tenant for the costs of storing the property. (Ore. Rev. Stat. § 90.425.)



Governor Kate Brown issued Executive Order 20-11 on March 22nd 2020, placing a temporary hold on residential evictions *for nonpayment* considering the public health emergency caused by the spread of coronavirus in Oregon. During this temporary hold, landlords of residential properties in Oregon shall not, for reason of nonpayment, terminate any tenant's rental agreement; take any action, judicial or otherwise, relating to residential evictions; including filing, serving, delivering or acting on any notice, order or writ of termination or the equivalent. The term "nonpayment" means any nonpayment of rent, late charges, utility charges, or any other service charge or fee or any termination without cause under ORS 90.427. Nothing in this Executive Order dismisses a tenant's responsibility to pay rent, utility charges, or any other service charges or fees, except for late charges or other penalties arising from nonpayment which are specifically waived during this moratorium.

*This Executive Order does not apply to the termination of residential rental agreements for causes **other than** nonpayment.*

Resources for tenants during COVID-19 outbreak

- **Oregon Law Center Tenant Hotline 503-648-7723**
- <https://www.oregoncat.org/cat-covid19-resources>