242 (05/19)

STATEMENT OF RIGHTS- RELOCATION ASSISTANCE

DATE: ___ ___ ___

TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

As a tenant in the City of Portland, you have rights & obligations under PCC 30.01.085.

a.) You are entitled to 90 days written notice of termination without stated cause or for a qualifying reason.

b.) If your landlord terminates your tenancy or declines and/or refuses to renew an expiring lease without cause or for a qualifying reason you are entitled to a relocation assistance payment that must be paid not less than 45 days prior to the date of termination.

Relocation Assistance Payment amount:

○ $2,900 Studio or single room occupancy ○ $3,300 One bedroom

○ $4,200 Two bedroom ○ $4,500 Three bedroom or larger

If your landlord increases rent by 5 % or more over a rolling 12 month period you are entitled to 90 days written notice. If the increase is 10 % or more over a rolling 12 month period the following applies:

1.) You have 45 days after receipt of the Increase Notice to make a written request to your Landlord for relocation assistance

2.) If you so request, you are entitled to the payment within 31 days of your request

3.) You have six (6) months from the effective date of the rent increase, (the Relocation Period) to either:

a.) Pay back the Relocation Assistance and remain in the dwelling unit and, subject to the Act, you shall be obligated to pay the increased rent in accordance with the Increase Notice for the duration of your occupancy of the dwelling unit

OR

b.) Provide the landlord with a written notice to terminate the Rental Agreement in accordance with the Act (the Termination Notice).

4.) In the event you do not repay the Relocation Assistance to the Landlord or provide the Landlord with the Termination Notice before the expiration of the Relocation Period, you will be in violation of Portland City Code Section 30.01.085 (c).

5.) If your landlord conditions renewal or replacement of an expiring fixed term lease on a tenant's agreement to pay a rent increase of 10% or more or your landlord declines or refuses to renew or replace an expiring fixed term lease on substantially the same terms and conditions, other than rent, as the expiring lease the tenant has those rights identified in 1-4.

6.) Any Tenant claiming to be aggrieved by a Landlord's noncompliance with PCC 30.01.085 has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

7.) In the event your landlord is exempt from relocation assistance, they will provide you written notification of which exemption they qualify for, and an acknowledgement letter if one is required.

***This notice must be included with every Termination Notice Without Cause, Rent Increase Notice and Relocation Assistance Payment.**

X_____
Landlord/Owner/Agent Date

_____
Landlord/Owner/Agent's telephone

_____
Landlord/Owner/Agent's address

Copied to: _____

EQUAL HOUSING OPPORTUNITY

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