



## MULTIFAMILY NW

The Association Promoting Quality Rental Housing

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### SB 282 signed into law extending tenant protections and timelines of Oregon's eviction moratorium

On May 19, 2021, Senate Bill 282 (SB 282) was signed into law. SB 282 extends some Tenant protections while creating new ones, but more importantly, it functions as the “off-ramp” from Oregon’s eviction moratorium (HB 4401) requiring Tenants to begin paying rent on time for July and beyond. While this update summarizes the law, it is no substitute for legal advice on any particular issue.

#### Eviction Grace Period Extension

The existing rules governing the emergency period and grace period in HB 4401 remain in place through June 30, 2021. Landlords may continue to terminate Tenants for nonpayment if the emergency and grace period were not extended. The most common way that the extension is triggered is by a Tenant giving their Landlord the Declaration of Financial Hardship (authorizing Landlords to apply for the Landlord Compensation Fund).

Effective on July 1, 2021, the “emergency period” will cover debts accrued from April 1, 2020 through June 30, 2021 (“non-payment balance”) and the new grace period to pay the nonpayment balance will extend through February 28, 2022.

All of the protections regarding nonpayment prior to the end of the grace period such as prohibitions on eviction for non-payment, assessing late fees on the non-payment balance, or filing actions to recover the non-payment balance still apply. These protections last until February 28, 2022 regardless of whether the Tenant handed in a declaration before July 1, 2021.

SB 282 will require that various forms be updated. The verbiage in Balance Reminders must be updated to reflect the new emergency and grace period. In addition, any 10-day or 13-day termination notices for nonpayment of rent must include a statement that: *"Eviction for nonpayment of rent, charges and fees that accrued on and after April 1, 2020, and before June 30, 2021, is not allowed before February 28, 2022 and information regarding Tenant resources is available at [www.211info.org](http://www.211info.org)."* Legal edits to the Multifamily NW Forms Collection are already underway. The rules above expire automatically on March 1, 2022.

### **Tenant Credit Reporting**

A Landlord may not report, or cause to be reported, to any consumer credit reporting agency a Tenant's nonpayment of rent, charges or fees that accrued on or after April 1, 2020, and before July 1, 2021.

### **Applicant Screening**

When evaluating an applicant, a Landlord may not consider an eviction case that resulted in a general judgment against the applicant that was entered on claims that arose on or after April 1, 2020, and before March 1, 2022, even if those claims related to issues other than the non-payment balance. Additionally, a Landlord may not consider an applicant's unpaid rent, including rent reflected in judgments or referrals of debt to a collection agency that accrued on or after April 1, 2020, and before March 1, 2022.

### **Expanded Tenant Right's to Set Aside Judgment**

An evicted Tenant may set aside (i.e. expunge) the eviction judgment if they have satisfied any money award included in the judgment and either (a) five years have passed from the date of the judgment; or (b) the judgment was based on claims that arose on or after April 1, 2020, and before March 1, 2022, regardless of the basis of the eviction.

### **Restrictions on Guests Stays Unenforceable**

Landlords may not enforce an occupancy restriction by any means, including assessing a fee or terminating the tenancy, if the restriction is based on a) occupancy limits lower than the amount required by federal, state or local law or regulation or b) the maximum duration of a guest's stay in the tenancy.

If a Tenant's guest resides in the dwelling unit more than 15 days in any 12-month period, a Landlord may require:

- The guest to satisfy the Tenant screening criteria other than criteria related to credit reports, credit references or income; and

- The Tenant and the guest enter into a temporary occupancy agreement, except that the Landlord may not require that the agreement end prior to February 28, 2022.

While guests may now be able to stay in excess of prohibited timelines, Landlords may still assess fees or terminate the tenancy if the guest commits lease violations, refuses to be screened, fails screening, or refuses to enter into a temporary occupancy agreement and fails to vacate. Acceptance of a payment by a Landlord from the Tenant or guest does not make the guest a Tenant.

### **Termination Without Cause**

On July 1, 2021, Landlords may terminate tenancies without cause for Tenants whose first year of occupancy was within the emergency period until August 31, 2021. Due to the protections afforded Tenants in HB 4401, Landlords should not issue no-cause notices without first consulting with an attorney.

### **Training Opportunities & Forms Resources**

SB 282 is yet another major change implicating many areas of property management and compliance, but hopefully signals a shift away from the prior period of rapid and frequent law changes. Special attention should be paid to the required updates to forms and practices. Now more than ever the Multifamily NW Forms Collection is a compliance resource for you. Electronic access is easy - subscribe for 100% access via [tenanttech.com](http://tenanttech.com) or obtain specific forms at the e-commerce website [RentalFormsCenter.com](http://RentalFormsCenter.com).

Multifamily NW is providing trainings on the new laws from the passage of SB 282:

- [Thursday, May 27, 2021 - Webinar: SB 282 What you Need to Know](#)
- [Tuesday, June 8, 2021 - Webinar: The New Covid Rules - SB 282 Legal Update](#)

Due to the heavy penalties associated with SB 282, registering for a training is strongly encouraged.

**This email is not intended as legal advice. Please obtain advice of an attorney for any policy change or decisions regarding Landlord-Tenant matters.**

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