This is intended as general legal information. It is not legal advice about your specific case. If you would like advice about your situation, you must contact a lawyer.

RENTING AFTER A DISASTER

After a natural disaster – like a flood or an ice storm or a fire – renters often have questions about their rights. When a rental home is damaged by something that is not anyone's fault, renters have some options. This handout has information about what the law requires from landlords and renters when a rental is damaged by a disaster. More information about issues with repairs is available on the Oregon Renters Rights website, www.OregonRentersRights.org

Good to know:

- The law doesn't change based on whether a rental is damaged by a disaster or by something else. The law requires the same things from landlords and renters, even if the problem is caused by a disaster that's out of everyone's control.
- The law is clear that renters are not responsible for paying for damage that is caused by a natural disaster.
- Landlords always have a legal obligation to make sure that a rental is safe to live in and has things like a roof, windows and doors, heat, and running water. If a rental doesn't have those things, renters have the right to stop paying some or all of their rent, or to end their rental agreement and move out.
- Renters always have a legal obligation to communicate with their landlords about a need for repairs. Renters should be sure to communicate with their landlords in writing (texts or emails are fine) about repairs. Renters should **never** stop paying rent without telling their landlord in writing about the need for repairs and giving the landlord a reasonable amount of time to fix the problem.

FREQUENTLY ASKED QUESTIONS

Q. If my home is damaged after a storm or other disaster, does my landlord have to provide somewhere else for me to stay?

A. Probably not. Some landlords will pay for some time in a motel, or transfer renters to another vacant apartment if one is available. But the law does not require a landlord to pay for other housing unless the landlord is refusing to make repairs in a timely manner. If the landlord is working on getting repairs made, but it's taking extra time because lots of other people are also trying to get repairs done after the disaster, landlords aren't required to pay for other housing.

Q. If my home is too damaged for me to stay there, do I have to keep paying rent?

A. Probably not. But renters need to have clear, **written** communication with their landlords letting them know about the problem before renters can stop paying rent. If a rental home is unsafe to stay in, renters can let their landlord know **in writing** that they are staying somewhere else until repairs are made. Renters can use the money they would have spent on rent to pay for other housing. But renters should keep receipts to show the cost of what they paid to stay somewhere else. It's possible that a

landlord could try to evict a renter for not paying rent, even if the rental is too damaged to live there. But with written proof that the renter told the landlord they were staying somewhere else, and proof of how much the renter paid because their rental was unsafe, a renter would have a defense to an eviction case.

Q. How fast does a landlord have to make repairs?

A. The law doesn't say anything specific about when a landlord has to repair a rental that was damaged in a disaster. A landlord has to do their best to have repairs made in a reasonable time. But after a disaster, getting repairs done can take extra time.

Q. What if my home doesn't have water or electricity? Do I still have to pay rent?

A. It depends. If the utilities are the landlord's responsibility (if the utilities are in the landlord's name, not the renter's) then the landlord has to make sure that the utilities stay on. If a rental doesn't have water or electricity after a disaster, and they are the landlord's responsibility, renters can tell the landlord in writing about the problem, and if it isn't fixed in a reasonable amount of time, renters can stay somewhere else and stop paying rent until the problem is fixed. But if the utilities are in the renter's name, then it's up to renters to solve the problem with the utility company. Renters should not stop paying rent if the utilities are not the landlord's responsibility.

Q. What if my landlord tries to charge me to pay for repairs?

A. The law is clear that a renter is not responsible for damage that was not the renter's fault. ORS 90.325(3)(a) says that a renter does not have to pay for damage that was caused by a natural disaster. If a landlord tries to make a renter pay for damage caused by a disaster, renters can show the landlord the law, or seek legal help.

Q. Is my landlord allowed to come into my home?

A. Yes, with some restrictions. If a renter has asked the landlord to make repairs, the landlord can come in without giving advance notice for seven days after the repair request. Landlords are also allowed to come in without advance notice if there is an emergency. But the landlord has to give notice that they came in. And landlords can come in to inspect or make repairs at any time if they give at least 24 hours' notice ahead of time. The notice does not have to be in writing. If renters do not want their landlords to come in at a particular time, they can put a written notice on the door that says the landlord can't come in. But renters should always explain why the landlord can't come in (for instance, if the renter is sick) and give another time in the next few days when the landlord can come in. A landlord can give an eviction notice if a renter refuses to allow the landlord to come in without a good reason. It's important for renters to only deny permission for the landlord to come in if the renter has a good reason, and to find another time to allow the landlord to come in.

If you would like to talk to an attorney about your rights, you can find contact information for a legal aid office near you at **https://oregonlawhelp.org/find-legal-help**.