



MULTIFAMILY NW

The Association Promoting Quality Rental Housing

Defining Terms: No Cause Evictions & End-of-Tenancy Notices

“No Cause Eviction” is inaccurate and imprecise

An *eviction* is a specific legal action that requires evidence at court of violations of the lease terms such as:

- Non-payment of rent
- Criminal wrongdoing
- Repeated violation of the same rental policy
- Serious threat or incident of substantial personal injury on the premises

An *evidentiary eviction* is a legal proceeding with the outcome determined in court. As a formal legal process, an eviction presents legal costs for landlords and becomes public record, potentially negatively affecting the ability of tenants to find rental housing in the future. A landlord cannot use an eviction notice without stating one of the causes listed above.

Another the tool that both landlords and tenants have access to is an *end-of-tenancy notice*, which ends a rental agreement without requiring a serious rental agreement violation. It can only be used at the end of a fixed term lease agreement or with 30 to 60 days notice for month-to-month agreements.

Because the end result is a tenant leaving the rental, people often improperly confuse evidentiary evictions with end-of-tenancy notices.

The value of “end-of-tenancy” notices

Both tenants and landlords can use end-of-tenancy notices to indicate they want to terminate a fixed term lease 30 days before its end date, or for month to month rental agreements, with 30 days notice within the first year and 60 days for rentals after the first year.

For landlords, end-of-tenancy notices can be a critical tool to protect the safety and well being of all tenants in a building. These notices provide a way for landlords to address problem tenants where initiating eviction proceedings would create additional safety concerns for other tenants or staff.

For example, a landlord could give an end-of-tenancy notice after multiple tenant complaints about drug or gang activity to the property manager or police. In this case, a 30-day “for cause” termination notice would be problematic because complaining tenants may not want to testify for fear of retaliation from the tenant being removed.

End-of-tenancy notices are rarely used

While the end-of-tenancy notice is an important tool for both landlords and tenants, its use for reasons other than non-payment of rent is extremely rare.

About of third of all rental units in Oregon use Multifamily NW’s online forms, and just 4 percent of those units received end of tenancy notices in 2015 — Property owners seek and want to keep responsible tenants. In addition, there is a disincentive to turn over units, as the costs get it ready for new tenants can be thousands of dollars.

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Additional Information about rental agreements and end of tenancy notices

While state law does not explicitly state what occurs at the end of a fixed lease, all lease agreements used by Multifamily NW members automatically convert to a month-to-month lease if the fixed lease is not renewed for a new fixed term or the lease is ended by an end-of-tenancy notice from either the landlord or the tenant.

While we can't speak to leases of non-members, about 80% of leases for units managed by Multifamily NW members are fixed term at initial lease-up, and the vast majority continue as fixed term leases.

Both landlords and tenants have the right to end their month-to-month lease at any time, as long as they provide sufficient notice. State law requires a 30-day end-of-tenancy notice from the landlord if a renter has been in a unit a year or less and 60 days if a renter has been in a unit for more than a year. A tenant must give a 30-day notice no matter how long they have lived in the unit.