

Landlord Accountability

Habitability

The landlord has a responsibility to take care of all repairs that are not made necessary by the tenant, or the tenant's guests or pets. The landlord must keep the rental habitable at all times. (90.320(1))

Habitable means:

- a weatherproof and waterproof exterior, roof, walls, doors, and windows;
- approved plumbing facilities in good working order;
- hot and cold running water from an approved water supply connected to an approved sewage system, and maintained in good working order;
- safe drinking water, if the water is under the landlord's control;
- adequate and approved heating facilities in good working order;
- electric lighting, wiring, and equipment, approved and in good working order;
- clean and sanitary buildings and grounds, free from accumulation of debris, filth, rubbish, garbage, rodents and vermin, and safe for normal and reasonable uses (these obligations only apply to common areas after the tenant moves in);
- adequate garbage receptacles. It may be the tenant's responsibility to pay for the garbage collection if specified in the rental agreement;
- floors, walls, ceilings, stairs and railings in good repairs;
- if provided, ventilation or air conditioning, elevators, or other facilities and appliances (washers, dryers, stoves, refrigerators, etc.) in good working order;
- safety from fire hazards;
- working smoke detectors with working batteries provided only at the beginning of the tenancy (the tenant is responsible for testing the device inside the unit and the landlord is responsible for testing in common areas);
- working locks for all outside doors except doors to common areas, and keys to locks that require keys;
- working latches for all windows that open (except common areas), unless fire or safety regulations prohibit them.

Make sure to check for individual cities that have additional habitability standards.

Access

A landlord may enter the tenant's dwelling to:

- inspect the premises;
- make necessary or agreed repairs, decorations, alterations, or improvements;
- supply necessary or agreed-upon services' or
- show the dwelling unit to prospective or actual purchasers, mortgagors, tenant workers, or contractors. (90.322)

Notice of Entry

Unless the landlord and the tenant agree otherwise, the landlord must give the tenant at least 24 hours written or verbal notice of intent to enter the premises.

Notify the Landlord of Needed Repairs

If something needs to be repaired, the tenant should first notify the landlord. Although not required, it is strongly suggested to call the landlord and follow-up with a request in writing. In the letter, the tenant should specify what repair(s) needs to be done and when would be a good time for the landlord to access the premises to make the repair(s).

When the tenant has requested repairs in writing, the request may specify allowable times for the landlord to enter the premises. The authorization expires after 7 days unless repairs are ongoing.

Tenant-Request Repairs

If the tenant requests repairs in writing, the landlord may enter the unit without further notice. Unless the tenant's notice specifies times, the landlord may enter at any reasonable time for up to 7 days after the tenant's requests to make the repairs.

(90.322(1)(c)) If someone other than the landlord does the repairs, the person must provide the tenant, upon the tenant's request, with written authority from the landlord to make the repairs.

Legal Entry without Consent

The landlord may enter the rental without notice or consent in the following cases:

- an emergency, which includes a repair problem which must be repaired immediately to avoid serious damage;
- when the tenant has requested repairs in writing;
- when the tenant has been absent for more than 7 days and entry is reasonably necessary;
- pursuant to a legal order;
- when the tenant has abandoned or surrendered the premises; or
- to come onto the property in order to serve a notice.

The landlord shall not abuse the right to access or use it to harass the tenant, nor shall the tenant unreasonably deny access to the landlord. (90.322)

Abuse of Access

If the landlord makes an unlawful entry, a lawful entry in an unreasonable manner, or an unlawful demand that harasses the tenant, the tenant may obtain a court order to end the rental agreement. The tenant can recover damages amounting up to no one month's rent. (90.322(8))

If the tenant unreasonably withholds access, the landlord may obtain an injunction or terminate the rental agreement. The landlord may also recover actual damages. (90.322(7))

Negotiation

A tenant or landlord may sometimes wish to make changes that are not covered by the contract and/or the Oregon Residential Landlord and Tenant Act (ORLTA.)

Changes could include dropping or adding house rules, allowing or prohibiting pets, doing some painting, providing a new service such as washing machines.

If there are no problems with essential services or contract compliance, your best bet is to try friendly negotiation. If tenants have problems with essential services or contract compliance, they may use those problems as an occasion to organize and exert pressure for other needed changes. Organizing tenants toward a common purpose is legally protected.