

Date: _____

and All Other Occupants

**LANDLORD'S NOTICE REGARDING NON-PAYMENT OF RENT
DURING EMERGENCY PERIOD**

Dear _____ and All Other Occupants:

On April 1st, 2020, Governor Kate Brown issued *Executive Order 20-13*, placing a moratorium on all “no-cause” and “landlord-cause” termination notices and evictions, as well as termination notices and evictions for non-payment of rent. *Executive Order 20-13* was originally set to expire on June 30th, 2020. On June 26th, 2020, the Oregon Legislature passed *House Bill 4213*, which modified and extended the eviction moratorium on both residential and commercial evictions through September 30th, 2020, and by doing so, also extended the emergency period through that date. The time period of this moratorium as extended, is referred to as the “*Emergency Period*.”

HB 4213 Notice

As your *Landlord* acting in accordance with *House Bill 4213*, this notice is to inform you of the following information regarding the end of the *Emergency Period* and the prohibition on evictions for non-payment of rent during the *Emergency Period*.

1. The *Emergency Period* (April 1st, 2020 through September 30th, 2020) has now passed, and the eviction moratorium has expired and is no longer in effect.

2. *Landlord* may not evict you before September 30th, 2020 for non-payment of rent, late charges, utility charges, service charges or any other charge or fee as described in the rental agreement or in *ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630* that accrued during the *Emergency Period*.

3. You will not owe a late charge or other penalty for the *Non-Payment Balance* that accrued during the *Emergency Period*.

4. *Landlord* may terminate your tenancy if your rent or other charges or fees that come due after the *Emergency Period* are not timely paid.

5. Your “*Non-Payment Balance*” (which includes the net total amount due for all rents, utility charges, service charges or other charges described in the rental agreement or *ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630* accrued and not paid during the *Emergency Period*) is \$ _____. This *Non-Payment Balance* remains due and owing and still must be paid.

6. You are entitled to a six (6) month grace period to repay the *Non-Payment Balance* that accrued through the *Emergency Period*. This grace period ends on March 31st, 2021.

7. By _____, 2020 (“*Due Date*”), which is fourteen (14) days following the delivery of this notice (if not personally served, three days are added for first class mailing as required by Oregon law), you must either:

- (a) pay the *Non-Payment Balance*; or
- (b) notify *Landlord* that you intend to pay the *Non-Payment Balance* during the grace period that ends March 31st, 2021. You may notify *Landlord* by actual notice as described in *ORS 90.150* or by electronic means.

8. Your failure to either pay the *Non-Payment Balance* by the *Due Date*, or failure to timely notify *Landlord* that you intend to pay the *Non-Payment Balance* during the grace period that ends March 31st, 2021, gives *Landlord* the right to recover additional money damages from you after the grace period in an amount equal to fifty percent (50%) of one month’s rent.

9. All rent and other charges or fees that come due after the *Emergency Period* must be paid as usual or *Landlord* may terminate your tenancy under *ORS 90.392, 90.394 or 90.630*.

10. If your first year of occupancy ended during the *Emergency Period*, the end of your first year of occupancy is extended to 30 days after expiration of the *Emergency Period*.

Contact information for the county veteran’s service officer(s) / community action agency for the county where you live is: Veterans (and others) can call 2-1-1 for information and resources including veteran’s services and community action agencies.

“*Landlord*”