

NOTICE RE: EVICTION FOR NONPAYMENT OF RENT

THIS IS AN IMPORTANT NOTICE OF WHERE TO GET HELP IF YOU ARE FACING POTENTIAL EVICTION FOR NONPAYMENT

(Spanish) Este formulario está disponible en español en:
(Russian) Бланк этого документа можно получить на русском языке в:
(Vietnamese) Đơn này có bằng tiếng Việt tại:
(Traditional Chinese) 本表格的繁体中文版在:
(Korean) 한국어로 번역된 양식은 다음 웹 사이트에서 찾을 수 있습니다:
<https://www.courts.oregon.gov/forms/Pages/landlord-tenant.aspx>

You must comply with deadlines identified in a notice of nonpayment or you risk losing your housing

Rental assistance and support services may be available. Dial 2-1-1 or go to www.211info.org. Find a local service provider at <https://www.oregon.gov/ohcs/housing-assistance/pages/emergency-rental-assistance.aspx>

Low-income tenants may be able to receive free or low-cost legal advice by contacting a legal aid organization. Go to <https://oregonlawhelp.org> to find an office near you. The Oregon State Bar provides information about legal assistance programs at www.osbar.org/public

10-DAY/13-DAY NOTICE FOR NONPAYMENT OF RENT – OREGON - § 90.394

PARTIES	
Property Name:	Date:
Property Address:	Unit #:
Owner/Agent (Landlord):	
Resident(s):	

NOTICE: This is your written notice that your rent is now (*select one*):

- Five (5) days past due. Based upon said default, this is your **13-day written notice to pay your past due rent** on or before the date and time set forth below. If you fail to pay your rent by the date and time set forth below, your Rental Agreement shall be terminated as provided by Oregon Landlord/Tenant Law.
- Eight (8) days past due. Based upon said default, this is your **10-day written notice to pay your past due rent** on or before the date and time set forth below. If you fail to pay your rent by the date and time set forth below, your Rental Agreement shall be terminated as provided by Oregon Landlord/Tenant Law.

AMOUNT OF RENT DUE: \$_____. Please note that this amount *does not* include payments owed by you for damages to the property, if any. If your rent is not paid within the time indicated below, your Rental Agreement will terminate and the landlord will proceed to take possession of the premises in accordance with Oregon law.

STATEMENT OF ACCOUNT (This box contains a statement of account and is for informational purposes only.)	
Rent Due:	\$
Late Charges:	\$
Other (Describe):	\$
Total Due:	\$

By service of this notice, Landlord does not waive the right to terminate your tenancy pursuant to any simultaneously and/or subsequently served notices.

If either the 'first class mail' or 'mail and attachment' line(s) is/are checked below, payment shall be deemed timely if either mailed or delivered to the Landlord by the date and time set forth below.

Notice given by:

- Personal Delivery Date: _____ Time: _____
- 1st Class Mail Date: _____
- Mail and Attachment Date: _____
- Mail and E-mail Date: _____

Payment is due by:

DATE: _____ **TIME:** _____

NOTE: When calculating the date and time above, Day 1 is the day after notice is given. Any mailed notices must accommodate three (3) additional days to the minimum time required by law. The last day shall not end until midnight.

Examples: If landlord personally delivered the notice, the count begins the following day. If landlord mails the notice, four (4) days must pass before the count begins, that is, one day to begin the count and another 3 days to account for the mailed notice requirement.

DISCLOSURES

HUD Disclosures: If you remain in the leased unit on the date specified for termination, we will enforce the termination only by bringing a judicial action at which time you may present a defense. You have ten days within which to discuss this eviction with the landlord and/or management. This ten-day period begins on the earlier of the day this notice is/was hand-delivered to you (the Tenant) or the day after the date upon which this notice was mailed. The discussion period does not extend the date for termination. If you request such a meeting, the Landlord agrees to discuss this termination with you.

Rural Development Disclosures: Prior to the date set for either corrective action or termination, you may informally meet with the landlord and/or management in order to attempt to resolve the stated violations. During our normal business hours (typically 9:00 a.m. to 5:00 p.m., Monday through Friday), you or your counsel may review your file and copy any information it contains to aid in your defense. Your file is located at the either the address contained in this notice or at the landlord's address listed in your rental agreement. Please note, however, that if you remain in the leased unit on the date specified for termination, we will enforce the termination only by bringing a judicial action at which time you may present a defense.

Rental Assistance Programs: If you tender or cause to be tendered rental assistance or any other payment covering the nonpayment amount owed, the landlord shall, within reason, accept such payments and reasonably participate with the rental assistance program.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

Landlord (print): _____ Signature: _____