

Sample Letters to the Landlord

IMPORTANT: This is an excerpt from the 2010 [Landlord-Tenant Law in Oregon](#) booklet on www.oregonlawhelp.org. It is for general educational use only. ***It is not a substitute for the advice of an attorney.*** If you have a specific legal question, you should contact an attorney. The information in this booklet is accurate as of May 2010. Please remember that the law is always changing through the actions of the courts, the legislature, and agencies.

TIME LIMIT WARNING: Under state and federal laws there are time limits for taking action to enforce your rights. Most lawsuits related to the rental agreement and the Oregon Residential Landlord and Tenant Act must be filed (started in court) within one year of the incident. There may be other — shorter — time limits that apply in other cases. Ask a lawyer about the time limits that could apply in your situation.

There may come a time when you need to talk to your landlord about problems you are having with your rental unit. When you do this, try to state your problems clearly and calmly. If it looks like you will be running into trouble, communicate in writing and keep notes of phone calls. Often it is a good idea to send a letter after a phone call stating what you think was discussed on the phone. You can write or type your own letter using the wording in these sample letters as a guide. Change the wording to fit your situation. Keep copies of all letters you send to your landlord. **Written notice is often required for taking legal action and is a good idea in all cases. You should get all promises and agreements in writing.**

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SAMPLE LETTER 1 – Request for Repairs

This is a sample letter for asking your landlord to make repairs to meet the requirements of the Landlord and Tenant Act. You should use this letter after you have contacted the landlord several times requesting that repairs be done (see Questions 31 and 32. You should also look at Question 29 [Access] in the [Landlord-Tenant Law in Oregon](#) booklet on the www.oregonlawhelp.org website). The law allows a landlord to enter a rental unit without notice, if making repairs that were initiated within seven days after a tenant's written request for repairs. If you wish to restrict that access to certain reasonable days and times, that must be clear in

[date]

Dear [landlord's name]:

Since I moved in on [date] we have discussed needed repairs on numerous occasions [add dates if known]. As I am sure you are aware, Oregon Law requires landlords to keep rentals in livable condition (ORS 90.320). These requirements are quite specific. The specific repairs needed to satisfy the law are as follows: [list needed repairs].

You have not made any attempts to complete these repairs. Please respond to this request for repairs in writing by [date] outlining your intentions to complete repairs. If no response is received by [date], I will pursue tenant remedies stated in the Landlord/Tenant Act by [add if appropriate] [contacting an attorney] or [starting a small claims court action].

[Include language here if you need to restrict landlord access.]

I was told that it is unlawful for a landlord to respond to this letter by sending an eviction notice, increasing rent, or otherwise retaliating (ORS 90.385).

Sincerely,
[your name and address]

your written request for repairs.

SAMPLE LETTER 2 – Notice of Repair and Deduct for Minor Habitability Defects (Non-Emergencies)

This is a sample letter to send to your landlord if s/he fails to repair minor habitability defects like leaky plumbing, stopped up toilets, or faulty light switches. (See Questions 36 and 37 in the *Landlord-Tenant Law in Oregon* booklet.) You may deduct up to \$300 for these problems.

Dear [landlord's name]:

[date]

I tried to contact you today about [explain the minor habitability defect].

The law says that if you do not make this repair, I can have the repairs made myself and deduct up to [\$300] from my rent (ORS 90.368).

If you have not taken steps to [fill in the action that is needed by at least 7 days—see Question 36], I will get the work done by a professional and make the proper deduction from my rent.

Sincerely,
[your name and address]

SAMPLE LETTER 3 – Lack of Essential Service—Basic Notice to Landlord

This is a sample letter to tell your landlord that your place does not have one or more specific “essential services” and that you have a legal right to seek substitute services, a reduction in rent, compensation for damages, or substitute housing. It also gives the landlord a reasonable amount of time to restore the essential services. See Question 33 in the *Landlord-Tenant Law in Oregon* booklet for more information.

Dear [landlord’s name]:

[date]

My rental unit is lacking one or more essential services. [Describe the lack of the essential service.]

You have failed to provide these essential service(s) and I have a right to seek substitute services, a lessening of rent, compensation for damages, or substitute housing.

I am giving you a reasonable amount of time and reasonable access to my rental unit in order to restore the essential service(s). Please limit entrance to these days and times: [specify allowable days and times; make it reasonable]. Please restore the essential service by this time: [specify date and/or time, perhaps 48 hours after the letter is posted at the place where the landlord accepts notices or some other reasonable amount of time].

Sincerely,
[your name and address]

SAMPLE LETTER 4 – Notice of Rent Withholding

This is a sample letter to send to your landlord when you feel you have tried all avenues to get your landlord to make repairs. (See Questions 31, 32 and 33 in the *Landlord-Tenant Law in Oregon* booklet) You can also go to court and get an order requiring the landlord to make repairs without waiting for the landlord to evict you. You will probably need a lawyer to do this.

WARNING: You should withhold rent only if you are willing to fight an eviction for non-payment of rent. You may want to withhold only part of the rent instead of all of it. **Talk to a lawyer before withholding rent. Open a bank account and save all of the withheld rent.** That way the withheld rent will be available in case the judge orders you to pay all the rent into court before you can fight the eviction. It will also give you something to negotiate with the landlord. Evictions that go through court may appear on your credit record and may make it difficult for you to rent in the future. (You have the right to dispute the accuracy of your credit record.)

[date]

Dear [landlord's name]:

Since moving in on [date], we have discussed needed repairs on many occasions [add sequence of events and dates]. As I am sure you are aware, Oregon law requires landlords to maintain rentals in livable condition, and the requirements are quite specific. (ORS 90.320) The specific repairs needed to satisfy the law are as follows: [list needed repairs].

This letter constitutes notice that I will not be paying \$ [amount] of my rent until you make sincere attempts to complete the above listed repairs. Please respond in writing by [date] indicating when these repairs will be started and completed.

Sincerely,
[your name and address]

SAMPLE LETTER 5 – Tenant 30-day Notice of Intent to Vacate

This is a sample letter to send your landlord when you want to end a month-to-month rental agreement. (See Questions 40, 41, and 42 in the *Landlord-Tenant Law in Oregon* booklet.)

[date]

Dear [landlord's name]:

I am a tenant at [your address]. This is my 30-day notice [33-day notice if mailed] that I will end my rental agreement on (date). I will remove my belongings by that date. My new address is [your new address]. You can send my deposit to that address.

Sincerely
[your name and address]

SAMPLE LETTER 6 – Lack of Essential Service – 48-hour Notice of Intent to Terminate

This is a sample letter to tell your landlord that your place does not have an “essential service” and that, because of this, there is an immediate and serious threat to your health or safety (or the health and safety of others in the rental unit). In this letter you are telling the landlord that you will move out if the problem is not fixed in 48 hours. See Question 33 in the *Landlord-Tenant Law in Oregon* booklet for more information.

[date]

Dear [landlord’s name]:

As I have told you, there is a serious problem with my rental unit. [Describe the lack of the essential service.]

Because of this problem, there is a serious and immediate threat to my health, safety, and/or property.

The law says that if you do not provide me with an essential service like [fill in the service that is lacking] and if this presents an “imminent and serious threat to the health or safety of the tenant or the tenant’s property” that I can move out if the problem is not fixed within 48 hours.

This letter is notice that I will move out and terminate the rental agreement if the problem described above is not fixed by [date and time—48 hours from the time you deliver the letter].

Sincerely
[your name and address]

SAMPLE LETTER 7 – Request for Return of Deposit After 31 Days

This is a sample letter to send to your landlord if you moved out more than 31 days ago and haven't received either your deposit or a written accounting of how the landlord used the money. The law requires that the landlord give you such a statement. (See Question 23 in the *Landlord-Tenant Law in Oregon* booklet.)

[date]

Dear [landlord's name]:

By law I am entitled to receive either a full refund of my security deposit or an accounting of what the deposit was used for within 31 days from when I moved out. I moved out on [date]. I have not received the deposit or the accounting.

Please let me know what you intend to do about the deposit within 10 days from the date of this letter. If I do not hear from you by [10 days from date of letter], I will file a claim in Small Claims Court. The law (ORS 90.300) says that I am entitled to twice the amount wrongfully withheld.

Sincerely
[your name and address]

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF (YOUR COUNTY)

SAMPLE

(Landlord's Name))
)
Plaintiff(s),)
)
v.)
)
(Your Name))
)
Defendant(s).)

ANSWER
Case No.
(The number listed on the complaint)

I (We) deny that the plaintiff(s) is (are) entitled to possession because:

_____The landlord did not make repairs.

List any repair problem:

_____The landlord is attempting to evict me (us) because of my (our) complaints (or the eviction is otherwise retaliatory).

_____The eviction notice is wrong.

_____List any other defenses: _____

I (We) may be entitled as the prevailing party to recover attorney fees from plaintiff(s) if I (we) obtain legal services to defend this action pursuant to ORS 90.255.

I (We) ask that the plaintiff(s) not be awarded possession of the premises and that I (we) be awarded my (our) costs and disbursements and attorney fees, if applicable, or a prevailing party fee.

Dated this _____ day of _____, 20 _____.

Signature of Defendant(s) (Your signature)