

SAMPLE LETTERS TO THE LANDLORD

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.**

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 32 and 33. You should also look at Question 30 (Access)). 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 your written request for repairs.

[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]

SAMPLE LETTER 2
NOTICE OF REPAIR AND DEDUCT FOR ESSENTIAL SERVICES (Non-Emergencies)

This is a sample letter to send to your landlord if s/he fails to provide you with an essential service like heat, water, or electricity. (See Questions 36 and 37.) You may deduct up to \$500 for most problems and up to \$1000 for dangerous conditions where the repair is done by a professional.

NOTE: Your other option is to sue your landlord, asking for damages and an order requiring the landlord to make repairs.

[date]
Dear [landlord's name]:
I tried to contact you today about [explain the lack of essential services].
The law says that if you do not provide me with an essential service like [fill in the service that is lacking], I can have the repairs made myself and deduct up to [\$500 or \$1000] from my rent (ORS 90.365).
If you have not taken steps to [fill in the action that is needed] by [fill in the date - 72 hours for cooking or refrigerator appliance provided by landlord; 7 days for all other problems except emergencies-- 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
ESSENTIAL SERVICE REPAIR IN AN EMERGENCY

This is a sample letter to send to your landlord when you need to make essential service repairs in an emergency. Send this letter before you have the actual repair done. (See Questions 36 and 37.) You must send a letter like this if you are having repairs done, even if you discussed the matter with the landlord.

[date]
Dear [landlord's name]:
On [date] I experienced the following emergency situation. [Explain the emergency.]
I tried to call you on [give date and time], but I could not reach you. So, I will have the repairs made by [repair person] on [give date], which is at least 48 hours after I tried to call you. I will deduct [the cost of repairs] or [actual cost] from next month's rent.
If you have any objections please respond promptly in writing.
Sincerely, [your name and address]

SAMPLE LETTER 4
NOTICE OF DEDUCTION AFTER ESSENTIAL SERVICE REPAIRS MADE

This is a sample letter to send your landlord **after** you have: 1) notified him/her of your intent to make repairs for essential services and 2) have made the repairs and are deducting the cost from your rent. (See Questions 36 & 37 and Sample Letter 2). Include with the letter a copy of the receipt for repairs--keep the original.

[date]

Dear [landlord's name]:

Enclosed is a check for \$ [monthly rent] to cover my rent for this month minus \$ [repair cost] to cover the cost of repairing [essential service]. I notified you in my letter dated [date] of my intent to have this repair made if you failed to make the repair by [date]. You did not make the repair. I have enclosed a copy of the receipt from (repair person), who made the repairs.

If you have objections to what I have done please respond promptly in writing.

Sincerely,
[your name and address]

SAMPLE LETTER 5
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 32, 33 and 36.) 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 6
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 34 for more information.

[date]

Dear [landlord's name]:

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 7

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 34 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 8

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 41, 42, and 43.)

[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 9
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 24.)

[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]