

## Right of Entry

**IMPORTANT:** This is an excerpt from the 2010 *Landlord-Tenant Law in Oregon* booklet. 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.

### Does my landlord have a right to enter the rented space?

Yes, at reasonable times and with reasonable frequency. But the landlord must have a reasonable purpose, such as to inspect the rental unit or to supply necessary or agreed upon services, and must give you a 24-hour verbal or written notice before entering, with a few exceptions. A landlord does not need to give a 24-hour verbal notice to enter your dwelling or your yard if the landlord is:

- Posting a legally permissible or required notice on your door (the landlord may enter only your yard for this reason, not your home); or
- Doing yard work that the written rental agreement requires the landlord to do (the landlord may only enter your yard for this reason, not your home); or
- Responding to an emergency at any time, which includes a repair problem that may cause serious damage to the premises if not fixed immediately (the landlord must notify the tenant that the entry was made within 24 hours *after* the entry); or
- Entering with the tenant's permission, in the case of a specific entry; or
- Responding to a tenant's written request for repairs and either entering during reasonable times or, if the tenant has specified allowable and reasonable times for entry in their written request, entering within those specified times. However, the landlord must initiate the repairs within 7 days of the tenant's written request in order to enter without giving notice, and may continue to enter without giving notice in order to complete those repairs, as long as the landlord is making a reasonable effort to complete the repairs in a timely manner; or
- Showing the property to a prospective buyer at reasonable times, but only if

both the landlord and tenant have signed a written agreement to allow this that is separate from the rental agreement and that went into effect while the landlord was actively trying to sell the property.

The landlord can also enter your property in cases involving a court order, a requirement from a government agency, or your abandonment of the property.

You have the right to deny entry to the landlord for good reasons; you must tell the landlord the reasons before the time the landlord intends to enter. Tenants can be evicted for unreasonably denying entry.

If a landlord enters the property without following these rules, a tenant can sue and ask for damages caused by the entry or one month's rent (one week's rent for weekly renters), whichever is more. (See the Time Limit Warning at the beginning of this section.) ORS 90.322