

Retaliation

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.

Can a landlord retaliate against me after I complain about the need for repair?

A landlord may not legally retaliate by increasing rent, decreasing services, serving an eviction notice, threatening eviction, or filing an eviction case after a tenant:

Tenants may sue for retaliation and may ask for twice the actual damages or up to two months' rent, whichever is more. It is usually a defense to an eviction based on a 30-day notice without cause if you can prove the notice was given in retaliation. But retaliation may not keep you from being evicted if you owed rent when the notice was given, if the code violations were caused by the tenant or guests, if you made repeated or harassing complaints, and when repairs needed for code compliance cannot be made without forcing the tenant to move. Contact a lawyer before using retaliation as a defense or claim because it can be a complicated issue. A landlord is likely to give a non-retaliatory explanation for the notice. (See the Time Limit Warning at the beginning of this section.) ORS 90.385