

Form Review #7

By J. Norton Cabell
Reproduced from ORHA Forms Manual

REPEAT VIOLATION TERMINATION NOTICE 7 (97)

NAME(S): _____ et al (and all others)

ADDRESS: _____ UNIT: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ TIME POSTED _____ TIME PERSONALLY _____ TIME _____
 MAILED: _____ OR SERVED ON RESIDENT: _____ OR MAILED: _____

In accordance with the Oregon Residential Landlord and Tenant Act, if substantially the same act or omission which constituted a prior non-compliance with a termination notice was again committed within six (6) months, the owner/agent may terminate the rental agreement upon ten (10) days' (or 13 days if served by mail only) written notice specifying the breach and the date of termination of the rental agreement. You breached your rental agreement in that you: _____

This is substantially the same violation for which we gave you a prior termination notice dated _____. Therefore, your rental agreement is terminated and you must vacate the premises by _____, not less than ten (10) days (or 13 days if served by mail only) from service NOT counting day of service. _____ If notice is served by mail ONLY, the ending date must include an additional three (3) days to allow for the delivery of notice, not counting date of mailing. This notice, if mailed, shall be mailed by First Class Mail ONLY (not certified, registered, etc.)

Landlord does not waive right to terminate tenancy by simultaneously or subsequently served notices.

Owner/Agent _____ Telephone: () _____

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What this form is for

If you've given your tenant a for-cause notice—a *Termination With Cause* (Form #38) or a *Pet Violation* (Form #6)—and, though they remedied, they repeat the non-complying behavior, you can terminate with only ten days' notice, this time without the right to remedy. This notice has the effect of saying, "You screwed up once and we gave you a chance. Now you've screwed up again and you have to live with the consequences." Of course, it doesn't say it in those words.

When this form is used

Your tenant is behaving inappropriately* *again*. For example, within the last six months she got a pet in violation of your rental agreement and you served her with a notice about it (using the *Pet Violation* notice, Form #6) and she got rid of the pet within the ten days. Now that pet, or another, is back. Or she did something else that caused you to serve a For-Cause notice (Form #38) but she cured within the required fourteen days and now she's exhibiting that behavior again. For another example, she let a boyfriend move in without your permission. You served a for-cause notice. She had the boyfriend move out. Now, less than six months later, she's moved in a new boyfriend, again without your permission. Or she let garbage pile up on the back porch because she couldn't be bothered to lug it to the dumpster. You served a for-cause notice and she had the stuff hauled away within the fourteen days. Now garbage is piling up again, this time on the front porch. All fit the definition of "substantially the same act or omission which constituted a prior noncompliance" and therefore are repeat violations. You can serve this form, terminating the tenancy within ten days, not allowing the tenant to remedy. But if the first violation was the dog and this time it's a boyfriend, you can't. You serve a *Termination With Cause*, Form #38.

You must have served an actual for-cause notice—not a warning notice or a letter or some such—and the repeat breach must have occurred within six months of the remedy date in the earlier notice.

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* See the definition of *inappropriate behavior* at the *Notice of Termination with Cause* on page 85 in the forms manual.

Final reminder

Keep a copy of the notice you send the tenant. But see *Which copy?* on page 67. And, unless you're sure you know what you're doing, read the entire section entitled DELIVERY OF NOTICES on page 64 before completing this form.

Older editions

In 1999, the language around the breach was made clearer and more space for describing it was added. Post-and-mail only became available for this notice in 1997, so that option doesn't show on older forms. Wording on extending the notice period by three days was improved in 1997. If you don't want to post-and-mail this form, using the 1995 or 1993 edition would be fine.

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How the form is filled in

The date and times on the notice depend on when and how the notice is delivered to the tenant. See DELIVERY OF NOTICES on page 64 for explanation of how you can deliver the form and therefore how to complete the dates and times and methods of delivery.

- 1 See page 66 for how to complete this section.
- 2 Fill in the date and time the notice is delivered.
- 3 Describe the current breach. It should say something like “You have a pet-a black and white cocker spaniel-living with you” or “You had a party on the evening of the seventh loud enough to disturb your neighbors.”
- 4 This is the date of that prior notice. The remedy date on that prior notice must be within six months of the date of this breach.
- 5 This date is at least 10 or 13 days after the date of service: 10 days if you hand deliver or post-and-mail; 13 days if you only mail the notice. See *How to count hours and days* on page 65.
- 6 Sign the form and list your telephone number.