
EVICTION MORATORIUM

Date: July 7, 2020

House Bill 4213, Providing COVID-19 eviction relief for commercial tenants

Background

House Bill (HB) 4213 prohibits commercial eviction activity for nonpayment of rent from April 1 through Sept. 30 (the emergency period). Included in the nonpayment of rent are late charges, utility charges, or any other service charge or fee that became due during the emergency period. Gov. Kate Brown's executive order required commercial tenants to provide documentation or other evidence that nonpayment was caused by the COVID-19 pandemic. The executive order also required commercial tenants to make partial payments to the extent they are financially able. HB 4213 does not require commercial tenants to meet either of these requirements during the emergency period.

Commercial tenants' rights under HB 4213

- HB 4213 prohibits the delivery of a termination notice or any other action that would interfere with a tenant's possession or use of a leased premises due to nonpayment during the emergency period.
- If the notice was delivered after April 1, a commercial landlord may not initiate or continue eviction proceedings based on a previously delivered termination notice.
- Late charges and other penalties for nonpayment during the emergency period are also prohibited.
- After the end of the emergency period, commercial tenants will have a six-month grace period, until March 31, 2021, to repay all unpaid rent, utilities, and other charges incurred during the emergency period.
- Commercial tenants must pay ongoing rent during the grace period, but they cannot be evicted for failure to pay back rent and other charges until the end of the grace period.

Commercial landlords' rights under HB 4213

- Beginning Oct. 1, 2020, a commercial landlord may provide written notice to commercial tenants that the landlord may terminate the tenancy if rent and other payments that become due after the emergency period are not timely paid. The notice must contain the nonpayment balance and a six-month grace period option.
- If a commercial landlord provides a commercial tenant with written notice for the nonpayment of rent after Oct. 1, 2020, the tenant must respond within 14 days of delivery of the notice and either pay the outstanding balance or give notice that the tenant intends to use the six-month grace period. The tenant's notice requires the tenant to pay the deferred rent in full or use the six-month grace period to pay the balance owed. After the end of the emergency period, tenants have until March 31, 2021 to pay all unpaid rent, utilities, and other charges incurred during the emergency period. Tenants must pay ongoing rent during the grace period, but they may not be evicted for failure to pay back rent and other charges until the end of the grace period.

Legal actions available for violations of rights under HB 4213

- If a commercial landlord violates the requirements of HB 4213, a commercial tenant may obtain injunctive relief to recover possession or address any other violation, including recovery of up to three months' rent plus actual damages.
- If a commercial tenant does not respond to the landlord's grace notice within the required 14-day period, the landlord may recover damages equal to 50 percent of one month's rent.