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TO: Joana Filgueiras
FROM: Damien Hall and Nick St. Laurent
RE: Summary of HB 4213 for Commercial Tenants

During its first special session in June, Oregon's Legislative Assembly passed House Bill 4213, which established an eviction moratorium for commercial tenancies.

The relevant time periods under HB 4213 are the "emergency period," which ran from April 1, 2020 until September 30, 2020; and the "grace period," which runs until March 31, 2020. During and after the emergency period, HB 4213 prohibits commercial landlords from undertaking or threatening the following actions:

- Delivering a notice of termination of a rental agreement based on nonpayment;
- Proceeding with an action for eviction based on a notice of termination for nonpayment delivered after April 1, 2020;
- Imposing a late fee based on nonpayment of rent due during the emergency period; or
- Take any other action based on nonpayment that would interfere with the tenant's possession.

Here, "nonpayment" means the tenant's nonpayment of rent, late charges, utility charges, or any other service charge or fee. Following the emergency period, a tenant with an outstanding nonpayment balance has a six-month grace period that ends on March 31, 2021, to pay the outstanding nonpayment balance.

Following the emergency period, a commercial landlord may issue notice to a tenant describing any outstanding nonpayment and setting a deadline for repayment of that balance. HB 4213 authorizes a tenant in receipt of such notice to utilize the grace period only after giving written notice to the landlord of tenant's intent to use the grace period, delivered prior to the repayment deadline established in landlord's notice.

Following the emergency period, any new rent that comes due must be paid as usual under the lease. Commercial tenancies are currently out of the emergency period and in the grace period.

Following the grace period, the landlord may terminate the lease in the event that the tenant has failed to pay any outstanding nonpayment balance. If a landlord violates the provisions of HB 4213, tenants may obtain injunctive relief to recover possession and may recover from the landlord an amount of up to three months' rent plus any actual damages.

****Not Legal Advice**** This summary of HB 4213 is provided for informational purposes only and not for the purpose of providing legal advice on any subject matter. You should contact your attorney with any particular questions, issues, or problems relating to your legal rights under HB 4213, a commercial lease, or any other matters.