



**MULTIFAMILY NW**  
The Association Promoting Quality Rental Housing

OREGON

# NOTICE OF NONCOMPLIANCE



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

WARNING: Your Rental Agreement, the rental rules and regulations, and the landlord-tenant laws require all residents to follow basic rules to protect the safety and quiet enjoyment of all residents, prevent damage to property and retain a quality rental community. It has come to our attention that you are not complying with written rules or policies related to the following:

**NATURE OF NONCOMPLIANCE** (check one noncompliance per notice):

- Late payment of utility or service charge (Resident's payment is timely if paid by the date specified in the utility bill, which date must be at least 30 days after Resident's receipt of the bill)
- Failure to clean up garbage/rubbish/waste from a part of the premises other than the dwelling unit
- Unauthorized pet capable of causing damage to persons or property
- Failure to clean up pet waste from a part of the premises other than the dwelling unit
- Failure to clean up waste of service or companion animal from a part of the premises other than the dwelling unit
- Smoking in a clearly designated nonsmoking unit or area of the premises
- Improper use of vehicles within the premises
- Parking violations

Date & Time of Noncompliance: SAMPLE \_\_\_\_\_

Location of Noncompliance: SAMPLE \_\_\_\_\_

Describe Noncompliance: SAMPLE \_\_\_\_\_

**This is your first noncompliance** for this conduct within the last year. Notice: Owner/Agent may charge you a fee of up to: (i) \$50 for a second noncompliance (\$250 for an unauthorized pet or smoking in nonsmoking unit/area); and (ii) \$50 plus 5% of the rent payment for the current rental period (\$250 for an unauthorized pet or smoking in a nonsmoking unit/area) for a third or subsequent noncompliance, for the same or similar conduct within one year of this Notice. Owner/Agent must wait at least 24 hours for smoking in a nonsmoking unit/area, or 48 hours for an unauthorized pet, after the first notice prior to issuing the second noncompliance notice.

**This is your second noncompliance** for the same or similar conduct within one year of your first noncompliance/warning dated SAMPLE \_\_\_\_\_. You are being charged noncompliance fees, not to exceed \$50 for each violation (\$250 for an unauthorized pet or smoking in nonsmoking unit/area), in the amount set forth below.

**This is your third or subsequent noncompliance** for the same or similar conduct within one year of your noncompliance/warning dated SAMPLE \_\_\_\_\_. You are being charged noncompliance fees, not to exceed \$50 plus 5% of your current rent payment (\$250 for an unauthorized pet or smoking in nonsmoking unit/area), in the amount set forth below.

**The total fee for the above listed noncompliance is \$ SAMPLE \_\_\_\_\_. Payment is due immediately. Make payment to Owner/Agent.**

This notice was served on the date set forth above (check which applies):

- Personally on the Resident at \_\_\_\_\_ TIME (am / pm)
- If the written Rental Agreement allows, posted on the main entrance to the dwelling unit and mailed first class mail
- Mailed first class mail only

You are required to discontinue the conduct listed above. Failure to pay any noncompliance fee, or any reoccurrence of the noncompliance listed above, may result in termination of your tenancy.

WARNING NOTICE: The conduct described above is a violation of your Rental Agreement. Owner/Agent may choose to terminate your tenancy at the end of the fixed term if there are three or more violations within a 12-month period preceding the end of the fixed term. Correcting the third or subsequent violations is not a defense to termination under ORS 90.427(7).

THANK YOU FOR YOUR COOPERATION OWNER/AGENT X \_\_\_\_\_

ADDRESS SAMPLE \_\_\_\_\_  
SAMPLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_