LIVING OFF CAMPUS:
A GUIDE FOR STUDENTS

UNIVERSITY OF OREGON
This guide was developed to help University of Oregon undergraduate and graduate students who live or are moving off campus. It is intended to help students access resources and information to enhance their quality of life as off campus community members.

The Office of the Dean of Students wishes you a memorable and rewarding off campus living experience.
# TABLE OF CONTENTS

Acknowledgments .............................................. 5  
Things to Know Before You Move in to Your Place  
  Definitions .................................................. 6  
  Finding a Place to Live ..................................... 8  
  Top 3 Things to Consider When Finding a Home .......... 9  
  Before Signing a Lease- Take These Steps ............. 11  
  Checklist: Questions to Ask Your Landlord Before You Sign Your Lease ................................ 15  
  Checklist: Move In .......................................... 17  
  Planning on Roommate Success .......................... 19  
  Roommate Contract ......................................... 23  
Living Off Campus  
  Having Problems with Your Property? ................... 25  
  Your Rental Rights and Responsibilities ............... 28  
  How to Interact with Law Enforcement ................. 30  
  Know the Law ............................................... 32  
  Tips to Protect Yourself & Your Property While Subleasing ............................................. 36  
  The How-To Guide for Being a Good Neighbor ........ 38  
  Safety Tips Throughout the Year ......................... 41  
  When You Have Parties ................................... 46  
  Alchohol Poisoning ........................................ 49  
  When Your Party Gets Out of Control .................. 50  
Live Like a Duck: Money Saving Tips .................... 52  
Moving Out  
  Termination & Eviction .................................... 54  
  Things to Do Before Moving Out ......................... 56  
  Frequently Asked Questions ............................. 60  
  Campus and Community Resources ...................... 62  

**IMPORTANT NOTE:**
This guide was created for reference only. It does not constitute professional or legal advice. The Office of the Dean of Students urges students to access resources for legal advice and other assistance, listed inside this guide.
The Office of the Dean of Students, which created this guide, is committed to advancing student learning that builds community. We promote a caring and safe community that increases students’ abilities to learn and make healthy choices. We support inclusiveness, the growth of all students, student success, and endeavors that enrich the student experience. We prepare students to think critically, practice skills, and clarify values - all of which they can use throughout their lifetimes. The Office of the Dean of Students works with Student Affairs staff, student groups, and university community members to develop curricular and extracurricular opportunities to enhance student life. The Office of the Dean of Students works to provide students with access to opportunities and resources that support their success.

The services provided by the Office of the Dean of Students include:

- Off Campus Student Services
- CommUniversity Assistant Program
- Substance Abuse Prevention & Education
- Conflict Resolution
- Diversity Education and Support
- Lesbian, Gay, Bisexual, Transgender Education & Support
- Bias Response Team
- Nontraditional and Veteran Student Education & Support
- ASUO Women’s Center
- Parent and Family Programs
- Student Conduct and Community Standards
- Sexual Assault/Partner Violence Prevention, Education & Support
- Commencement Information/Coordination of Ceremonies
- Honors and Awards Programs
**DEFINITIONS**

**Landlord:** The owner of the property who leases or rents the property to a tenant.

**Tenant:** The person who rents or leases a property from a landlord.

**Rental Agreement or Lease:** A legally binding contract between a landlord and a tenant, whether written or verbal, containing the terms and conditions of the use and occupancy of a dwelling unit and its premises. The rental agreement or lease will, among many other things, state the length of time the tenant will live in a residence, and therefore how long the contract will last.

Common rental agreement or lease arrangements include:
- 6-month, 9-month, or 12-month leases: The landlord and tenant may commit to follow the terms of payment for 6, 9, or 12 months.
- Week-to-week or month-to-month: Either the tenant or the landlord may terminate these agreements after delivery of proper written notice (10 days in the case of weekly agreements and 30 days for monthly agreements).

**Deposit/Fees:** These may include first and last month’s rent, security deposit, cleaning fees, screening fees and/or application fees. Security deposits are usually refundable, meaning the deposit will be returned to you if you maintain the property in the same condition as it was at the time you moved in. Be sure these fees are clearly spelled out in your lease. Also, be sure to follow the suggestions in this guide to ensure that you do not assume unwanted costs and that you receive the largest refund possible.
Additional information about fees can be found on the ASUO Legal Services website at http://asuorental.uoregon.edu/rights.php.

**Credit Check:** Landlords may check your credit history to see if you have a habit of paying your bills on time or late. Credit bureaus collect information from various sources about your credit history that may stay on file for up to 10 years. A credit check may include your social security number, employment information, spouse information, credit accounts, loans, bankruptcies, lawsuits, court judgments, repossessions, etc. If you are refused housing because of the credit report, you may obtain a free copy of your report within 30 days by requesting it in writing from the credit bureau. You may then submit a personal letter of explanation. If the landlord charged an initial screening fee, they will have provided the name and address of the credit bureau under the Federal Fair Credit Reporting Act. You can obtain your credit report through the following credit bureaus: Equifax: 800-685-1111; TransUnion: 800-851-2674; TRW Credit: 800-682-7654.

**Criminal History:** Landlords may check your criminal history through public records.

**Documentation:** This is proof that a request, agreement, commitment, or some other action has taken place and has been noted. It is often needed in case of legal recourse. Always keep a copy of all documents until your relationship with landlord has ended entirely. You should keep a copy of these important rental documents: move in condition of the property (written and photos), lease or rental agreement, receipt of rent payment, deposits, and fees.
Several resources on and off campus are available to students who search for housing.

**ASUO Rental Services**
http://asuorental.uoregon.edu
The Associated Students of University of Oregon (ASUO) website has a rental page through which students may search or advertise for a residence or roommate. Services are free to students with a valid ID number.

**Craigslist**
Craigslist is a free website where you can search for houses, apartments, or just a room in a residence. You can also advertise for roommates or landlords. Be careful when using Craigslist, as any person can post ads on the site. http://www.craigslist.org

**UO Off Campus Housing Fair**
The University of Oregon holds an Off Campus Housing Fair each year for undergraduate and graduate students. The fair is a great opportunity to learn about rentals for the next school year as well as learn about community resources. Property managers, landlords, and community organizations attend the fair. For more information, e-mail Off Campus Student Services at communiversity@uoregon.edu.

**UO Off Campus Student Services**
161 EMU (Office across from the Fir Room)
communiversity@uoregon.edu
Office hours vary each term. Students can help students with rental difficulties, finding a home, or other aspects of living off campus. Contact for office hours or to schedule an appointment.
Top 3 Things to Consider When Choosing a Place to Live

1. **The Landlord or Property Manager’s Reputability**
   Find out if the landlord has ever been cited for any building code or fire code violations by calling the Lane County Clerk’s office at 541-682-4020. If a formal complaint has been filled against the landlord, the information will be on file at the county clerk’s office. Consider looking for another landlord or apartment if there are violations. If it is an apartment complex, ask other residents about their experience renting there. Is the landlord or property manager responsive to requests for repairs and other concerns? What issues do residents experience?

2. **Safety**
   Your safety should be a primary consideration when choosing a rental unit. When inspecting a residence, be sure to review the following before making a decision:

   **Exterior of unit:** Is there adequate lighting in parking areas, pathways, front door and surrounding areas that you may be using? Could trees and shrubbery surrounding the unit allow someone to hide undetected? What sort of security system is offered?

   **Interior of unit:** Are there dead bolt locks? Is there a peephole in the door with a 180-degree view? Are sliding doors and windows secure? Will your landlord make accommodations to ensure your safety?
Entrance doors: use either a dead bolt lock with at least a one-inch throw. If there is a window within reach of the door handle, install a metal mesh grill over the glass. For sliding doors or windows, never rely only on the existing handle locks. If your landlord will not provide these precautionary accommodations, you can install them anyway. They are inexpensive and can be taken with you if you change residences.

3 Be Selective: Look Around When Choosing a Place to Live
When you are looking for a place to live, visit a number of potential rentals. Know that you will find the right place if you search for it.
BEFORE SIGNING A LEASE - TAKE THESE STEPS

Get it in Writing
Make sure that your rental agreement is in writing, and includes any promises from the landlord. If your landlord does not have a written agreement, write down the terms yourself. Ask your landlord to initial next to each term, and to give their signature at the end of the document. Keep this on file for future reference.

Read everything
Do not sign a lease or any other document before you read and understand everything.

Don’t be rushed!
Take your time and ask lots of questions even if the landlord claims to be busy or has a waiting list for the unit.

Ask a Lot of Questions
Be sure that all of your questions are answered before you make a commitment or sign a lease. See below for important questions to ask your landlord before signing a lease.

Negotiate
Renters often believe that the landlord’s offer is nonnegotiable, but that may not be the case. When reading the agreement, cross out sections to which you do not agree; before you sign make sure the agreement addresses your needs and concerns.
Be Aware

The following interactions recur in many situations when rental seekers interact with landlords or property managers in preparation to sign a lease. Be wary of these pitfalls, which may leave you out of money and out of luck:

“Don’t worry. We’ll fix that before you move in. Just sign the lease.” If a prospective tenant observes a broken front door lock, a dirty carpet, or a brigade of ants parading through the kitchen, they should be cautious before signing a lease. After taking possession, the tenant is responsible for the premises “as is” unless prior written agreement is made between the tenant and the landlord. Additions to the lease may be made simply by attaching an “addendum” which states the additional terms, item by item. The addendum must be signed by both the landlord and the tenant and must be attached to the lease as part of that contract. Conducting a walk-through with the landlord/manager and jointly signing an inventory report that records all imperfect conditions is a good idea. This should be done as close as possible to the beginning of the tenancy.

“Don’t worry. That paragraph won’t apply to you. Just sign the lease.” It is assumed that when a tenant signs a lease that he/she has read it, understands it, and agrees to the terms contained in it. If the landlord tells you that a particular part of the lease won’t apply to you, insist on striking through the provision and have the deletion initialed by both the landlord and yourself.
“It’s really just a standard lease. You don’t need to read it all. Just sign.” This statement should instantly set the caution signals flashing! Very few leases are “standard.” For example, the lease used by one landlord may provide for an increase in rent during the period of the lease if the landlord’s expenses increase. **READ THE LEASE**, and don’t sign unless you understand the provisions and agree to them.

“I have lots of people interested in this unit. If you don’t sign now, it probably won’t be available tomorrow.” Don’t let yourself be pressured by this statement. Does this statement sound like your friendly neighborhood used car salesman? It should! Be objective. If the unit you’re interested in isn’t available tomorrow, then there are probably other places to live. Take a day out to review the lease and re-evaluate your priorities.
# Checklist: Questions to Ask Your Landlord Before You Sign Your Lease

## Application
- Are you required to submit an application?
- Is there a fee to apply?
- Is the fee refundable?
- Do you need a reference?
- Is guardian involvement/permission required?

## Rent
- What is the cost of rent?
- When is the monthly due-date?
- When is the first payment due?
- Is there a penalty for late rent?
- How much is the first payment prorated?

## Security Deposit
- How much is the security deposit?
- When is the security deposit due?
- What are the conditions for return of the security deposit?
- When will the security deposit be returned?

## Additional Costs
- Are utilities included in rent?
- Are pets allowed? If so, is there an additional fee or deposit?
- Are there any other additional fees?

## Time of Occupancy
- When is the move in date?
- When is the move out date?
- How much time is required to renew lease?
- How much time is required for notice of moving out?

## Roommates/Sublease
- What is the maximum number of roommates?
- Do additional roommates sign a separate lease?
- Is subletting allowed?
- Must the landlord approve a sublease? What is the process for this?
- Is there a fee to sublet?

## Right of Entry/Inspections
- How much notice will be given prior to entering/inspecting the property?
- Who else is allowed to enter the property?

## Repairs
- Have you completed a move in checklist?
- Are needed repairs promised in writing?

## Parking
- Is there parking available? If so, where?
- How many spaces are available?
- Are decal/permits required?
- Where do guests park?

## Laundry
- Are laundry machines provided on the premises?
- May tenants install laundry machines?
- Is there an additional fee for laundry machines?
Checklist: Move In

A lot of disputes arise over the question of a tenant’s responsibility for damages. To avoid confusion and liability for damages you didn’t incur, it is essential that you complete a move in checklist so that both you and your landlord understand the condition of the residence at the time you moved in. Take photos of the rental unit to accompany this checklist.

Many landlords have a move in checklist they use for their rental units. Ask for one. If they do not use one, write your own. It does not need to be fancy; however, it’s important that you include as much information and details as possible. Whether or not you are given a form, be sure to include the following:

1. Name(s) of Tenant(s):

2. Address:

3. The detailed condition of each of the following:

   **KITCHEN**
   - Refrigerator:
   - Range & Hood:
   - Cabinets:
   - Drawers:
   - Walls:
   - Windows:
   - Screens:
   - Faucets/Sink:
   - Garbage Disposal:
   - Dishwasher:
   - Light Fixtures:
   - Other:

   **LIVING ROOM**
   - Floor:
   - Carpet:
   - Windows:
   - Screens:
   - Window Coverings:
   - Closet(s):
   - Shelving:
   - Fireplace:
   - Walls:
   - Light Fixtures:
   - Other:
BATHROOM
Floor:
Walls:
Cabinets:
Door:
Shelves:
Fan:
Tub/Shower Enclosure:
Toilet:
Faucets/Basin:
Towel Racks:
Paper Holder:
Window:
Window Coverings:
Paint:
Other:

BEDROOM #1
Floor:
Carpet:
Windows:
Screens:
Window Coverings:
Closet(s):
Shelving:
Walls:
Light Fixtures:
Other:

ADDITIONAL ROOMS YARD/ PORCH AREA & ANY OTHER AREAS
Repairs: ________________________________

(Note: Date by when landlord promises repairs will be made.)

Signatures:
________________________________________________________________________
________________________________________________________________________

(Note: Collect the landlord’s, yours, and any roommates who will be party to the lease or agreement.)

Additional Move in Checklist Tips:
• Complete the check-list before you move your stuff into the house or apartment. It will be faster and more thorough without the clutter.
• Take pictures of any damages you see. Label them, listing the date and what the picture is of.
• Give one copy of the check-list, attached papers, and attached pictures to your landlord, keep one copy yourself, and make copies for roommates.
Living with roommates is often an integral part of the college experience. The following chapter focuses on tips for rental sharing success.

Here are tips to ensure that you and your roommates enjoy your time living together.

To avoid conflict and ensure that everyone is comfortable, discuss these topics and set expectations before committing to share a home.

1. **Study habits and environment.** Will you have some sort of “quiet hours?” Where can you study? Is it ok to play music/video games/watch TV in common areas?

2. **Cleanliness.** How clean will our house be? Can you leave dirty dishes in the sink? What is appropriate to leave or store in common areas? Will there need to be a cleaning schedule or should we make a list of divide chores? What will happen if someone fails to do their share?

3. **Food policy.** Take into account each person’s food preferences and dietary considerations. Will you share the cost of food? If so, how will you ensure each person contributes money? Do you shop individually? Is it okay to eat or drink something that belongs to someone else? If so, must it be replaced?

4. **Other house items.** Will you share the cost for common room items like garbage bags, dishwashing soap, paper towels, cleaning supplies, and toiletries?

5. **Sharing personal belongings.** Is it okay to borrow personal goods without approval? What is off limits?
6. **Privacy.** Is it okay to go into a roommate’s bedroom? Can visitors go into the roommate’s bedroom?

7. **Visitors.** Will you have parties? During what times and days can friends come over? How many visitors can come over at one time? Is it okay to have overnight guests and for how long? Where can guests sleep? What if a visitor makes someone feel uncomfortable? Where can guests park?

8. **Smoking, drinking and drugs.** Will you have rules guiding what is permissible? Will there be time limits, such as “no drinking on school nights?” Will there be limits as to where these things can happen, such as “no smoking in the house?” What will we do if someone brings drugs into the house? How will we ensure that we follow laws around alcohol, such as not allowing anyone under 21 to drink?

9. **Relationship.** Are you looking for a best friend, someone to do things with on weekends, or just a roommate?

10. **Communicate.** Always discuss concerns as soon as they arise, before they escalate into larger issues. Be honest because it’s easier and more effective to discuss the problem early on.

11. **Criminal record.** If you don’t know your roommate, ask to see a police report. Offer a copy of your own in return. This way you can assume that the potential roommate does not have a criminal record.

12. **Proof of payment.** Never pay a roommate, landlord or utility provider without some sort of proof of payment. Pay with check or money order, and always ask for a receipt. Come prepared with a receipt in case the person does not have one ready, and ask for their signature. It can feel awkward to ask your roommate for a receipt, particularly if he or she is your friend. You can lessen the awkwardness by assuring the person that it is not an issue of trust, but rather a way for you to keep documentation for any financial records.

13. **Ability to pay.** If you are concerned about your roommate’s ability to pay rent regularly, ask to see a credit report. Offer a copy of your own in return.
14. **Separate leases** (when possible). Sometimes, a roommate may run into financial difficulties and be forced to move out without paying rent. This may leave the financial burden on the remaining roommate(s). Although they are rare, separate leases make each roommate responsible for his/her own portion of the rent.

15. **Sign a roommate contract.** We have supplied one below. Feel free to edit it into an agreement that works for you and your roommate.

16. **Lease term.** Leases can vary in length of time (month-to-month, 9-month, 12-month, etc.). Will any roommate be leaving before the term is complete? If so, who will pay the rent? How will a new roommate be selected?

17. **Rent.** Will the rent be split evenly? Will one person pay more to have a larger spacer or balcony? How will you pay rent? Will one roommate pay the landlord, or will you each pay separately? Who mails/delivers the rent to the landlord?

18. **Utilities and other services.** How will we divide and pay for deposits and/or hook-up charges for each utility? Will we have a telephone, cable television or Internet? How will we pay for hook up and/or charges related to these services?

19. **Important other issues.** If we purchase furniture or appliances jointly, what will we do with them when we move out? Will there be pets in the residence? Are there allergies that other people in the house should know about? Is it okay to leave the front door unlocked at any time? What will be the temperature of the home? Are there other house rules we should set up?
Roommate Contract

Signing a roommate contract can assure that you and your roommates adhere to what you’ve agreed upon, can increase chances that all roommates have the same expectations, and can protect you in case anyone doesn’t adhere to agreements. The following is an example of a contract.

Roommate Contract for Off Campus Living
This agreement made on _______ (date) is a contract between: ___________________, __________________, and __________________, co-tenants, for the rental premises located at ___________________________________(address).

This agreement is to last for the same term as our lease agreement, which runs from _______ to _______. I understand that I am entering into a legally binding agreement that is enforceable by and between my roommates. I understand that this agreement is not enforceable with regard to my landlord, and will not protect me against any claims that my landlord may have against myself or my roommates under our lease agreement.

Security Deposit: The security deposit for the rental premises is $______. My share amounts to $_______. I accept responsibility for damages, which I, my pet(s), or my guests cause, and I will reimburse my roommate(s) for the part of their security deposit withheld for these damages.

Rent: The total rent according to the lease agreement is $_______ per month. I promise to pay $________ per month on or before the due date set forth in the lease agreement. My payments will be made (directly to the landlord) or (to ____________________________, my co-tenant, who will pay the landlord) [circle one].

I understand that we as a group and I as an individual am responsible to the landlord for the total rent due for the full term of the lease agreement. I understand that the landlord can evict all of the tenants if the landlord does not receive the rental payment in full and on time each month.
Utilities:
I promise to pay 1/___ of the deposits and/ or hook-up charges for all utilities.
I promise to pay 1/___ of the monthly utilities (water, gas and electric).
I promise to pay 1/___ of the monthly phone service charge, plus all long distance calls, which I make.
I promise to place the following utilities in my name and to ensure that monthly payments are collected and made by all cotenants in full and on time:
______________________________________________.
I promise to pay as follows for any additional utilities or services (cable, internet access, security system, etc.):
___________________________________________________

Moving Out: If, for any reason, I move out of the rental premises, I realize that it is my responsibility to find a replacement tenant. I promise to take reasonable steps to find a replacement roommate who is acceptable to my present roommates. If one of my roommates moves out, I understand that it is my responsibility to take reasonable steps to find a replacement tenant. I understand that it is in the best interests of all roommates to replace any departing tenants as quickly as possible because all of the roommates still remain liable to the landlord for the full amount of the rent.

Additional Agreements: Attached is a description of additional agreements that are incorporated into this contract, including: food/shopping arrangements; cleaning responsibilities; privacy; parking; sharing of personal items; noise/study times; smoking/drinking/drugs; parties and entertaining; overnight guests; pets, etc.

The roommates have executed this agreement on __________ (date).

Signed by:
Having Problems With Your Property?

*Habitability* refers to how suitable a dwelling is for living. A landlord must keep a home habitable at all times under Oregon Sate Law. This means:

- Weatherproofing: weatherproof, waterproof exterior, roof, walls, doors, and windows
- Plumbing: facilities in good working order
- Water: hot and cold running water that is safe for drinking
- Heating facilities: in good working order
- Electricity: electric lighting, wiring, and equipment
- Clean and sanitary buildings and grounds: free from accumulation of debris, filth, rubbish, garbage, rodents and vermin, and safe for normal and reasonable uses
- Good repair: floors, walls, ceilings, stairs and railings in good repair. Elevators, or other facilities and appliances (washers, dryers, stoves, refrigerators, etc.), in good working order if provided.
- Ventilation or air conditioning, if provided: must be in good working order.
- Working smoke detectors: to provide safety from fire hazards
- Working locks: for all outside doors and working latches for all windows that open, unless fire or safety regulations prohibit them

**Rental Housing Code: City of Springfield and City of Eugene**
The Rental Housing Code is a minimum maintenance code required by law that covers habitability standards including: structural integrity, plumbing, heating, weatherproofing,
security, and smoke detection. The Housing Code supplements the State Residential Landlord and Tenant Act by providing a local enforcement tool for rental housing standards.

**City of Eugene Rental Housing Program**
541-682-8282  
http://eugene-or.gov/rentalhousing  
The Rental Housing Program provides tenant, property owner, and property manager support for rental housing concerns, including code enforcement. Students may contact the program for questions regarding problems with the habitability conditions of rental housing. The program requires tenants to follow a complaint procedure including initial written notice of the problem to the owner or property manager. The tenant must allow 10 days for the owner or property manager to respond. Contact the Rental Housing Program with questions and for more information.

**Normal Wear and Tear**
This refers to damage that naturally and inevitably occurs as a result of normal use or aging, and would have happened no matter who was the renter. The tenant is not responsible for these damages. This term often includes: worn out furniture, paint, curtains, hinges, doors and locks; broken plumbing pipes and problems with central draining; and general dust throughout the unit. Regarding the carpet, certain damages usually count as wear and tear. These include frayed edges due to reasonable foot traffic or indentations from furniture, and dirt and spots that can be removed by professional carpet cleaning. Normal wear and tear is not the result of a tenant’s carelessness, negligence, accident or abuse.

Many damages will not be considered normal wear and tear. The tenant will usually be liable for the following: broken windows, cabinets, and doors; dirty kitchens (including the refrigerator), oven, stove; dirty bathrooms, including excessive mildew; holes in wall from hanging pictures; tears or stains in the carpet;
clogged drains caused by your misuse of sinks or toilets; broken or missing blinds or curtains; and smoke and burn damage from smoking or burning candles.

If damage occurs, tenants can ask their landlord for the original receipts for the items that need to be replaced. They may check with professionals and businesses to determine the item’s average lifespan. If the item has outlived its average lifespan the tenant might not be responsible for some or all of its repair or replacement.

**Requesting Repairs**

When requesting repairs, follow up with a written request. Document all contact you have with your landlord, even if you have already spoken about an issue. Inform the landlord of repairs you have made in writing and keep receipts to show how much money you invested.
YOUR RENTAL RIGHTS AND RESPONSIBILITIES

When you make the decision to move off campus, you become a citizen of a new, larger, more complex community. With such a move, you take on the duties and freedoms of living in society: rights and responsibilities. Fulfilling your rights and responsibilities ensures that you are a contributing member of your community.

For more information on rights and responsibilities as a renter and off campus community member, review ASUO Legal Services’ web page, http://pages.uoregon.edu/legal.

Discrimination

It is illegal to turn away, discourage, or show any other differential treatment in housing based on race, color, sex, family status, religion, nation of origin, mental or physical disability, marital status or source of income, sexual orientation or age. Depending on the type of discrimination, there are various from which to seek help:

- ASUO Legal Services provides free legal advice and referral to students at the University of Oregon. (541-346-4273)
- Oregon Fair Housing Council may provide assistance and may set up a test to determine if discrimination is occurring. (800-424-3247)
- Fair Housing Enforcement is a division of the U.S. Department of Housing and Urban Development. They will assist federally protected groups. (800-424-9777)
- Civil Rights Division of the Oregon Bureau of Labor & Industries will assist with complaints about race, color, religion, gender, national origin, marital status, and the city-specific age and sexual orientation regulations. (503-731-4075)
• The Human Rights Commission of the City of Eugene provides information, support and referral assistance to individuals who feel they have experienced harassment or discrimination in Eugene. (541-682-5221)

Right of Entry

A landlord is required by law to provide 24 hours of written or verbal notice prior to entry into a dwelling unless other agreements have been made. However, your landlord may enter the rental without notice or consent in the following cases:

• An emergency, due to a repair problem that must be repaired immediately to avoid serious damage. The landlord must provide written or verbal notice within 24 hours after an emergency entry.
• When the tenant has requested repairs in writing, but only at reasonable times, within seven days of the request for repairs.
• When the tenant has been absent for more than seven days and entry is reasonably necessary.
• Pursuant to a legal order. When the tenant has abandoned or surrendered the premises.
• To come to the property to serve a notice, in which case the landlord may not enter the dwelling.
Sometimes when citizens come in contact with law enforcement, the situation can be confusing or threatening for everyone involved. To ensure that you are understood and able to prevent escalation, follow these tips when interacting with the police. Officers regularly deal with people who are dangerous or criminals and they are trained to react to your behavior.

By acting cooperatively, you show the officers that you are nonthreatening, and they can do their job to provide public safety as well as possible.

Even if you believe you are innocent, avoid becoming defensive or confrontational.
Be thoughtful about your words, movement, body language, and emotions. Don’t argue, resist, run, or touch the officer. Keep your hands where the police can see them.

Wait to make statements or complaints.
Remember, anything you say or do in the moment can be used against you. Don’t complain on the scene or tell the police they’re wrong or that you’re going to file a complaint. Do not make any statements regarding the incident. Ask for a lawyer immediately upon your arrest, and file complaints with the Police Auditor. This will ensure that the proper authorities have the clearest possible understanding of the incident, and it will increase the likelihood that your perspective and needs will be heard.

Track information and think ahead.
Note the officer’s badge and patrol car numbers, write down everything you remember as soon as possible, and try to find witnesses and their names and phone numbers.
When stopped for questioning.
You are legally allowed to refuse to answer questions, but this can make police suspicious about you. Bad-mouthing the police officer or running away can lead to arrest. Police may “pat-down” if they suspect a concealed weapon. Don’t physically resist, but know that you can refuse to consent to further search.

When stopped in your car.
You must show your driver’s license and registration when stopped in a car. Otherwise, you don’t have to answer any questions if you are detained or arrested, with one important exception. The police may ask for your name if you have been properly detained, and you can be arrested in some states for refusing to give it. If you reasonably fear that your name is incriminating, you can claim the right to remain silent, which may be a defense in case you are arrested anyway. If you’re suspected of drunk driving (DWI) and refuse to take a blood, urine or breath test, your driver’s license may be suspended.

Searches and entry of house or car.
You don’t have to consent to any search of yourself, your car or your house. In certain cases, your car can be searched without a warrant as long as the police have probable cause. It is not lawful for police to arrest you simply for refusing to consent to a search. If the police knock and ask to enter your home, you don’t have to admit them unless they have a warrant signed by a judge. However, in some emergency situations (like when a person is screaming for help inside, or when the police are chasing someone) officers are allowed to enter and search your home without a warrant.
Each student is responsible for being aware of the law and his or her responsibilities. Review the following legal information to understand criminal offenses and their consequences.

**Minor in Possession (MIP):** No person under the age of 21 shall attempt to purchase, acquire or have in their possession any alcoholic liquor (ECC 4.115 and ORS 471.430).* No minor shall have in his or her system any alcoholic liquor (ECC 4.115).

**Offense:** Violation  
**Fine:** Up to $250 [ECC 4.115(1)] / Up to $720 [ECC 4.115(2)]

**Minor Falsely Representing Age:** A person less than a certain age who knowingly purports to be older with the intent of securing a right, benefit or privilege which by law is denied under that certain age (ECC 4.145 or ORS 165.805).

**Offense:** Crime  
**Fine:** Up to $500 (jailable) or 30 days in jail

**Giving False Information to a Police Officer:** Knowingly uses or gives a false name, address, or date of birth for the purpose of an officer issuing a citation (ECC 4.906).

**Offense:** Crime  
**Fine:** Up to $2,500 (jailable)

**Criminal Possession of a Forged Instrument I (Fake I.D.):** A person commits the crime of possession of a forged instrument
in the first degree if, knowing it to be forged and with intent to utter same, the person possesses a forged instrument issued by a government or purporting to be of a kind issued by a government (ORS 165.022).
**Offense:** Class C Felony **Fine:** Up to $125,000 (jailable)

**Furnishing Alcohol to a Minor:** No one shall sell, give or otherwise make available any alcoholic liquor to a person under the age of 21 years (ECC 4.110 or ORS 471.410).
**Offense:** Class A Misdemeanor Crime **Fine:** Up to $1,000 or community service, or both [ECC 4.110(3)]

**Allowing Alcohol Consumption by Minors:** No person who exercises control of private real property shall knowingly allow a minor to drink alcohol on the property or remain on the property after consuming (ECC 4.110(3) or ORS 471.410-3).
**Offense:** Violation **Fine:** 1st up to $350 / 2nd up to $1,000 / 3rd up to $1,000 and not less than 30 days of imprisonment

**Open Container/Consumption in Public:** Consumption of alcoholic liquor or possession of an open alcoholic beverage container is prohibited in all public places and all private property extended to the public for use (ECC 4.190).
**Offense:** Crime **Fine:** Up to $500 (jailable)
**Prohibited Noise**: Intentionally or recklessly creating or continuing any noise disturbance (meaning any sound which injures or endangers the safety or health of a human, or which annoys or disturbs a reasonable person of normal sensitivities). Operating or permitting the use or operation of any device designed for sound production between the hours of 10 p.m. and 7 a.m. that is plainly audible within another dwelling; the same applies on public property or right-of-ways if it is plainly audible at a distance of 50 feet or more (ECC 4.080 and 4.083).

**Offense**: Crime  
**Fine**: Up to $500 (jailable)

**Prohibited Noise – Failure to Cease**: Failure to cease noise disturbance within 30 minutes after receiving notice or a citation; or intentionally or recklessly creating the same or similar noise disturbance within six months of having received a citation (City Ordinance 4.081).

**Offense**: Crime  
**Fine**: Up to $1,500 (jailable)

**Disorderly Conduct**: With intent to cause public inconvenience or annoyance or recklessly creating a risk thereof: a) Engages in fighting or violent behavior; b) Makes unreasonable noise; c) Disturbs any lawful assembly; d) Obstructs any vehicular or pedestrian traffic; e) refuses to disperse when ordered to do so; f) Initiates or circulates a report known to be false regarding fire, crime or other emergency; g) Creates a hazardous or physically offensive condition. Note: “Public” means three or more people disturbed or inconvenienced (ECC 4.725).

**Offense**: Crime  
**Fine**: Up to $1,000 (jailable)
Interfering with a Police Officer: Intentionally acts in a manner that prevents, or attempts to prevent a peace officer from performing the lawful duties of the peace officer with regard to another person; or refuses to obey a lawful order by the peace officer (ORS 162.247 and ECC 4.907).

**Offense:** Class A Misdemeanor **Fine:** Up to $6,250 (jailable)

Rioting: A person commits the crime of riot if while participating with five or more persons the person engages in tumultuous and violent conduct and thereby intentionally and recklessly creates a grave risk of causing public alarm (ORS166.015).

**Offense:** Class C Felony **Fine:** Up to $125,000 (jailable)

* ORS = Oregon Revised Statues (Oregon state laws); ECC = Eugene City Code (Eugene city laws)

Note: All offenses described above in accordance with a city ordinance may also be prosecuted under state law with greater potential penalties.
Check with your landlord. Landlords may decide if this is not allowable with the property.

**Obtain A Written Agreement.** Make a written agreement with the person to whom you sublet and your landlord. Without an agreement, you may be held liable for rent or damages for which you are not responsible. A contract will help ensure that the renter will understand their responsibilities and pay their debts. If you are friends with the renter, still create a contract. This will protect you and also prevent confusion or conflict later.

The Internet Legal Research Group has a sublet contract template for every state. To view one for Oregon, go to: http://www.ilrg.com/forms/sublease/us/or

**Know Your Renter.** A common mistake students make is renting to an acquaintance, knowing little about them. Before renting to someone, gather information about the person to see if renting to them is a good idea. Rental history: ask for the last two residences he or she has rented, and contact the landlords to find out if payments were made on time and in full. Criminal background: if you don’t know the person, ask to see a police report.

**Consider Your Stuff.** Over time, students tend to accumulate a lot of belongings, including video game systems, televisions, computers, stereos and furniture—all of which amount to a lot of value. Without your presence and supervision in the home, there is a risk that your possessions will become damaged, lost or stolen.
Protect your valuables by doing one or more of the following:

- Include detailed terms about your furniture and belongings in the sublease agreement.
- Take valuables with you or leave them in storage or with a trusted responsible friend. Never leave credit cards behind.
- Ask for a security deposit to cover any damages incurred.
- Get renter’s insurance. It’s relatively cheap and worth it. Call an insurance agent for more information.
- Charge more rent for furnished residences (as opposed to unfurnished).
Students living off campus have the opportunity to be a part of Eugene’s communities, living side by side with senior citizens, children, families, and other college students. By following this how-to guide for being a good neighbor, University of Oregon students can reduce their chances of receiving citations from police officers and finding themselves in other conflicts. It benefits you as well as others to build strong relationships with your neighbors.

Tips to become a good neighbor include:

**Introduce Yourself** to your neighbors who own and rent in the neighborhood. Exchange contact information, and learn a little about each other. Let your neighbors know you care about the neighborhood in which you live.

**Communicate.** Ask for assistance when you need it. Discuss concerns with your neighbors as soon as they arise and before they escalate into larger issues. If you need help with a conflict, contact Conflict Resolution Services (listed in below).

**Keep the Noise Down.** Noise happens, but you’re probably being too loud if neighbors can hear your conversation or music inside their homes. Respect requests from your neighbors, and know that they have the right to call the police if you are being too noisy.

**Park Your Car in Appropriate Places.** If you need to keep a car in the neighborhood, park only in driveways or parking spaces assigned to you or in legal spaces on the street.
Be Responsible When Throwing a Party. Let neighbors know ahead of time if you plan on having friends over and know it might be loud. Keep friends inside with the door and windows closed and music turned low. Make sure to clean up any outside trash in the morning.

Keep Your Property Clean. If you rent or own a home, keep trash cans upright and your property free of debris and cigarette butts. Set them out on pick up day and make sure to bring them back to the house directly after.

Read the Off Campus Student Newsletter sent to you by e-mail. Can’t find the latest newsletter? Go to uodos.uoregon.edu/pond.aspx

Get Involved! Attend your neighborhood association meetings or e-mail CommUniversity at communiversity@uoregon.edu for more opportunities to get to know your neighbors.

Conflict Resolution Services (CRS)
164 Oregon Hall (541) 346-0617
http://uodos.uoregon.edu/crs.aspx
caitlanh@uoregon.edu
Addional things to know:

The City of Eugene Neighborhood Services provides support to neighbors living, working, and owning property within certain neighborhood boundaries. Neighborhood Services staff serves as a resource to neighborhood residents working towards neighborhood improvement. The City of Eugene is divided into 21 formally recognized neighborhood associations. All City of Eugene residents live within one of these association boundaries. Neighborhood residents are encouraged to collaborate with their neighborhood association on local issues!

Follow the steps below to learn more about your neighborhood.

1. **Find your neighborhood association.** Locate your neighborhood association on the map below or visit the Neighborhood Services website at http://www.eugene-or.gov/nassociations

2. **Learn more about your neighborhood association.** Visit Associations Overview and select your neighborhood association (on the left side of the web page) at http://www.eugene-or.gov/nassociations to attend a neighborhood event or meeting, read a neighborhood newsletter or check out your neighborhood website.

3. **Attend a neighborhood association meeting.** Get to know your neighbors, voice your opinion and collaborate on neighborhood issues by attending a neighborhood association general member meeting. Meetings are open to the public and location and times vary based on your neighborhood. Please contact your neighborhood association to find out the next meeting.

For more information contact:
Eugene Neighborhood Associations
City of Eugene Neighborhood Services
99 West 10th
Eugene OR 97401
541-682-5009
http://www.eugene-or.gov/nassociation
SAFETY TIPS
FOR THROUGHOUT THE YEAR

At Home

**Fire Safety.** Landlords must provide working smoke detectors, but it is the tenant’s responsibility to keep them running. Test yours monthly. Buy a fire extinguisher if not provided. Use electrical safety: if an appliance smokes or has an unusual smell, unplug it immediately and have it repaired; replace frayed/cracked electrical cords; and don’t overload extension cords. Never tamper with the fuse box or use the improper size fuse.

**Secure Yours Windows and Doors** whether you are leaving for an hour of class or a week of vacation. For entrance doors, use either a dead bolt lock with at least a one-inch throw. At many stores, you can also find a door-jamming security bar that goes beneath your door handle, making it very difficult to open the door from the outside. If there is a window within reach of the door handle, install a metal mesh grill over the glass. For sliding doors or windows, never rely only on the existing handle locks. Anti-slide block locks plus antitheft locks are much more effective and offer extra security when windows and doors are slightly open or closed. Often, you can find alarms to place on your windows and doors. Even when they are super cheap, they may provide noise to deter an unwanted prowler, and alert you when a door or window is opened.
When You Go Out

Don’t Walk Alone After Dark.

1. Use the buddy system: if you’re alone, call a friend to escort or drive you home.

2. Get a safe ride home: use SafeRide at 541-346-7433 Ext:2; use the Designated Drivers Shuttle at 541-346 7433; or call a taxi. When on campus, you can call Safety Escorts at 541-346-2919, where Public Safety Officers may be able to offer you an escort (this courtesy service is based on availability only).

Keep Others Informed. Let others know where you are, where you are going, and when you will be home so they will know if something is out of the ordinary and come to your assistance.

Stick to Highly Visible and High Traffic Places. Stay in open spaces: avoid waling near bushes, tress, and other areas where a predator may be hidden. Avoid dark paths, particularly alleys. Stick to places where there are a lot of people around. Also, if you leave your porch light on, you will have better light to see when you get home.

Keep your home secured. Whether leaving for an hour of shopping or a week of vacation, make sure all the doors and windows in your home are securely locked. The most commonly unsecured windows are in the bathroom and kitchen—remember to relock them after use. Never leave an extra key beneath the mat, over the door frame, or under
During Breaks and Vacations

While students are away on break, criminals work overtime. After the finals are over and the vacations begin, thieves go to work in the empty homes, apartments and vehicles of students. While these crimes are committed year-round, thieves remain aware of school breaks, knowing that large groups of students will be away. Although these crimes can’t be prevented entirely, students can reduce their chances of being victimized by following a few simple tips:

1. Always lock your vehicle doors and windows. If you have pets in the car, keep the window open a bit—but don’t leave them for long.

2. Never leave a garage door opener in your car. Doing so can lead to double victimization—thieves who find electronic garage openers in cars often use the devices to gain easy entry to victims’ homes and steal more property.

3. Don’t leave valuables in view. This means not only obvious things such as wallets, purses, cameras, leather jackets, CD players, and so on, but also any store bags or backpacks, as thieves are enticed by what may lie inside. The best option is to never leave anything in a vehicle. If you must leave valuables in the car, use the trunk. If you don’t have a trunk, try under the seat or cover the items with a floor mat or blanket—at the very least, get the items out of plain view. Remember to place items out of sight or in your trunk before you arrive at your destination because thieves will watch for people placing items for safekeeping in their trunks, then break into the trunks after the person leaves.
Don’t leave identification, checks, credit cards, or store receipts in your vehicle. Car break-ins are a goldmine for identity theft. When shopping, it is a good idea to place your purchases in the trunk but keep the receipts with you, not in the bag, to prevent both identity theft and easy returns for cash.

Keep your home secured. Whether leaving for an hour of shopping or a week of vacation, make sure all the doors and windows in your home are securely locked. The most commonly unsecured windows are in the bathroom and kitchen—remember to relock them after use. Never leave an extra key beneath the mat, over the doorframe, or under a convenient rock. Any place you can think of, crooks can think of too. If you’re leaving town, give the key to a trusted contact that will look in on your house while you are gone.

Don’t advertise your vacation plans. It’s risky to change your answering machine message to say you’re on vacation or allow your home to look unoccupied while you’re away.

Share your vacation information on a “need-to-know” basis.

Try to make your home look occupied while you’re away. You can set up timers to turn lamps on and off different rooms at different times, and even put a TV or radio (tuned to a talk channel) on a timer to simulate human voices and presence. Turning your telephone ringer off or down will avoid having your absence advertised by long, loud ringing. Ask the postal service and newspaper to hold your deliveries until your return, unless someone is picking them up for you every day.

Enlist a vacation helper. Your most effective step is to arrange for a trusted relative, friend, or neighbor to check your home on a daily basis while you are gone. This person or persons can help with tasks such as picking up mail and newspapers so they
don’t pile up, taking care of pets, moving cars or parking a spare car in the driveway, turning on lights that aren’t on timers, and opening and closing curtains.

10 Request extra patrols while you’re away. The Seniors on Patrol are volunteers who act as extra eyes and ears for the Eugene Police Department. Depending upon the length of time you will be away, they can be asked to provide additional patrols around your home while you are gone. It is important to note that a house check pursuant to this program does not guarantee the safety or security of the property. Nor does it mean the Eugene Police Department is in any way responsible for the property in your absence. It just authorizes the Seniors on Patrol and Eugene Police to visually and/or physically inspect your premises during their patrols. Call 682-5642 for more information.

11 Create a home inventory. Without a written and/or photo inventory of your valuable property, you may have no way to identify it to police in the event it is stolen or recovered. Your inventory should list each item’s make, model, size, type, and serial number, if any, in its written description. Photo or video records can also be very helpful. Once your home inventory is complete, make a copy and store it in a safe place like a safety deposit box. Now you have a complete, accurate, and useful record of your property if and when you need to file a police report or insurance claim. Don’t forget to update it for major purchases!

12 Personal safety first. If you return home to find your residence has been broken into, don’t go in—the criminals may still be inside. Go to a neighbor’s house and call the police.
WHEN YOU HAVE PARTIES

Be a Good Host and a Good Friend
- Avoid drinking games. Create other activities that won’t be dangerous to your friends.
- Provide food and nonalcoholic drinks for your guests.
- Arrange for designated drivers. Never let your friends drive under the influence.

Watch Out For Yourself
- Eat before you start drinking. It helps slow the rate that alcohol is absorbed into your system.
- Alternate your drinks. Drink soda, water or juice between each drink to stay hydrated.
- Avoid drinks with unknown contents. Don’t let others handle your drink and do not leave it unattended.
- Do not mix alcohol with prescription or nonprescription drugs.
- Do not drink if you are going to drive.
- Pace yourself: consume no more than one drink per hour (12 oz. beer; 4 oz. glass of wine; 1 oz. liquor as a shot or mixed drink).
Be a Good Citizen and Neighbor

• Talk to your neighbors before you have your party. Tell them your plans and to contact you if there are any problems. A common reason for police to visit house parties is because of neighbor complaints.
• Do not serve to anyone younger than 21 years old. You may be held legally liable, and police may break up your party.
• Keep it small. Your house or apartment is designed to accommodate a certain number of people. Your gathering should not exceed the capacity of your home. Remember, more guests equal more responsibility.
• Keep it contained. If your party spills outside of your apartment or house you can expect that the police to visit. Someone may have complained about the noise or guests trespassing on others’ property.
• Be cooperative with any neighbor, police, or other concerned person who might come by to discuss a problem. Cooperation will keep the problem from escalating to a higher level of response.
• End your party at a reasonable time.
• Clean up after your party. Your neighbors will be more receptive to your next gathering if you clean up after your guests immediately after the party.
• Remember that you can be held responsible for the actions of your guests.
If Someone You Know Drinks Too Much

- Don’t leave an intoxicated person alone. Turn them onto their side to prevent choking or vomiting.
- Do not help them walk or “sleep it off.” If the person cannot be awakened they need medical attention.
- Do not try to give the person a shower; it could lead to shock. If you do not know what to do, call 911.
- Don’t try to give the person food or beverages; (including water or coffee) this could cause the person to choke.
- Focus on your friend’s health and safety.

ALCOHOL TOXICITY

Rapid consumption of alcohol can be life threatening. Call 911 if someone has any of these symptoms:

- UNCONSCIOUS OR SEMICONSCIOUS
- CANNOT BE AWAKENED
- HAS COLD, CLAMMY BLUISH SKIN
- THEIR BREATHING IS SLOW OR IRREGULAR
- THEIR BREATHING RATE IS LESS THAN 10-12 TIMES A MINUTE
- THEY VOMIT WHILE SLEEPING OR PASSED OUT
- THEY DO NOT WAKE UP AFTER VOMITING
Don’t wait for someone else to call the police. If your guests or uninvited guests won’t pay attention to your requests to leave or obey the law, consider calling the police for help.

The police will view this as a good preventative action on your part. Remember your friends and housemates want to have a fun and safe gathering; so don’t be afraid to ask for help.

If the police do show up at your house, they are most likely responding to a complaint. It is helpful to have one host who stays sober who can talk to the police and is able to respond to requests. Be cooperative and do as much as possible to comply with what the police are asking you to do.

Interfering with a police officer can make a bad situation worse. Do not physically resist the police under any circumstances. Use common sense and cooperate. Understand that you can be arrested. When the police ask you to clear the area, leave right away. If you stay around after the warning you may be cited for interfering with a police officer. If the police warn that they are going to use tear gas, you need to get as far away as possible as fast as you can.

If people are engaged in tumultuous and violent conduct (i.e., picking up rocks and throwing them), and thereby intentionally or recklessly creating a grave risk of causing public alarm, the police may issue a “Notice to Disperse” or ask people to clear an area. It is important that everyone realizes that this is a directive issued by law enforcement personnel in the performance of their duties in an emergency situation.
While you may see yourself as an innocent bystander, your presence alone contributes to the crowd the police are trying to disperse. In these situations, it is never a good idea to join a large crowd even as an observer. Your own safety is at risk if you remain after being asked to leave the area.

Should you be convicted of a felony (for instance, participating in a riot), the felony record may stay with you for the rest of your life. You can expect to have to explain it in a job interview, on school applications, loan applications, and it could keep you from obtaining certain jobs or being admitted to graduate and professional schools.
LIVE LIKE A DUCK:
9 MONEY TIPS TO HELP YOU STAY ON TRACK

1. Live like a student
Now is the time to enjoy the simple things. If you live like a lawyer in school you’ll live like a student when you’re a lawyer. Clip coupons, go to the cheap theatre, hit up happy hour and learn to cook!

2. Know where your money goes
Be aware of how you spend your money. Coffee is the favorite example, but a $4 a day coffee habit adds up to $80 a month. Review how and where you spend your money to see where you can cut back. Too many trips to the Duck Store for non-essential items? Take stock of your purchases to see where you money goes

3. Develop a budget
A budget allows you to plan for expenditures and have an easier time living within your means whether you have financial aid, a job or an amazing trust fund. Make sure rent and utilities will be covered and don’t rely on a credit card at the end of the month. Pay yourself first. Treat your savings account like any other monthly budgeted item and make a deposit each time you pay your bills. This will allow you freedom in the future to do the things you want without relying on credit.

4. Don’t rely on credit
Those concert tickets at WOW Hall can end up costing several times their face value if you use credit and are unable to pay it off right away.
5. Plan for major purchases
Adjust your budget to build savings for a planned large expenditure so you won’t have to use credit. Want to go to the Rose Bowl or Shasta next year? Start planning for your next big vacation now!

6. Renters insurance
Protect yourself by having a policy — it is a great way to make sure your belongings are safe when it comes to a fire, flood or theft. Many times it’s cheap to add on to an existing insurance policy.

7. Know where you live
University of Oregon is situated in a college town. Rent is much cheaper than San Francisco, Portland or Seattle. You can do more with less in Eugene while still having a great time!

8. Protect yourself
If you are living with roommates, make sure that they are on the lease with you. Make sure that all utilities aren’t under just your name. If your friends become enemies and decide to bail, it won’t just be on you to clean up their mess.

9. Keep good records
Make a rent payment; get a receipt. Same goes with utility payments. It’ll make life easier if you track your payments, and not just through your online banking account. Protect yourself and your future.

FOR ADDITIONAL INFORMATION:
http://financialaid.uoregon.edu/live_like_a_duck
Termination is the end of the tenancy that occurs automatically at the end of the lease or as a result of mutual agreement or by court order. The landlord may terminate the tenancy only under certain circumstances, and by following the eviction process.

**Tenant Termination:** A tenant may be entitled to terminate the agreement without penalty under certain conditions. Student tenants who terminate a lease must do so in writing with a statement that includes how many days until tenancy ends and the specific date that tenancy ends. If a tenant moves out before giving appropriate written notice to end a month-to-month agreement or before the end of a lease, the tenant is responsible for all or part of the remaining rent until the tenancy would have ended. An irregular termination can cost the tenant all or part of a deposit and can result in a landlord suing the tenant for the remaining unpaid rent.

Termination for Failure of Landlord to Make Repairs
Under certain circumstances, a landlord’s failure to make requested habitability repairs allows a tenant to terminate a lease with no penalty.

In order to do so:
1. The request for repairs must be in writing; and
2. The request must state that failure on the part of the landlord to make the repair will be considered a contract violation and terminate the lease.
The nature of the repair at issue must be significant to justify terminating the lease. Examples include:
- No electricity or electricity that constantly shorts out
- Inadequate weatherproofing such that water is entering the house through the ceiling, windows, walls or at ground level
- Plumbing that is not working (no toilet, no running water)

**Eviction:** To put a tenant out of a residence by legal process. Evictions go on a tenant’s record, making it difficult to find housing later. There are a few different ways a landlord can evict a tenant:
- **30-day Without Cause** - The landlord gives notice that a month-to-month tenancy will end. The landlord does not have to give a reason. The tenant has 30 days to move out of the residence.
- **30-day for Cause** - The landlord may evict the tenant, no matter how long the lease, if there is a violation of the rental agreement. The tenant has 14 days to fix the problem, or 30 days move from the residence.
- **10-day** - A landlord can evict the tenant if they have been keeping a pet, which is not allowed by the rental agreement; or if there is a recurrence of a problem from a prior for-cause notice (within the last 6 months).
- **24-hour** - A landlord may evict tenants who are dangerous, illegal subtenants, dealing drugs, and/or engage in other illegal activities. Protect yourself: make sure no illegal activity occurs on the premises. If you know about illegal/dangerous activity on the premises, notify the landlord and proper authorities as soon as possible.
THINGS TO DO BEFORE MOVING-OUT

Provide Prior Notice
- Notify your landlord that you will be vacating the residence. Policies vary among landlords as to how much notice you must give (30 days, 60 days, etc.). Check your lease or call your landlord to be sure that you give sufficient notice. Remember to provide this notice in writing.

Turn Off Utilities: Call Early
- Contact your utility provider before you move, telling them the day you expect to be moved out and when you want your utilities turned off.
- Moving takes a lot of time and energy, and it is easy to forget little things. Doing this ahead of time will prevent a situation where you must unfairly pay for utilities you didn’t use.

- Change your mailing address
- Be sure to notify the United States Postal Service that you will be receiving mail at a new address. It’s easy to do, just visit: https://moversguide.usps.com

Find Boxes and Pack Early.
- Finding boxes, packing and moving are time-consuming and laborious tasks.
- The more packing that you do ahead of time, the less stressful the move will be. Often, you can find free boxes by asking fast food restaurants, grocery stores or other retailers, or posting an ad on http://www.craigslist.org.
Clean

- Your responsibility: A tenant is responsible for leaving the unit in the same condition as the time of move in.
- Why it matters: The condition of the home when you move out usually affects the amount of your deposit that the landlord refunds. If you leave the residence dirty, the landlord will likely deduct money as compensation for the labor needed to clean the place. Also, if you leave your home in good condition, your landlord will be more likely to offer a positive reference when you apply for future rentals.

Review Your Original Move In Checklist

- A time saving tip: Ask your landlord for a list of what must be cleaned in order for the deposit to be refunded. By doing this, you can identify what is more important to your landlord, and focus your energy towards cleaning these things as best as possible.
- How clean was the residence when you moved in? Were there damages? It is assumed that, unless you specifically noted or took pictures showing otherwise, everything was clean and in good condition when you began your tenancy. So, you are responsible for cleaning everything now, as well as for notifying the landlord of repairs needed. You may also be responsible for paying for damages if they were caused by you, roommates, friends or pets.
- Warning: The Deposit May Not Cover Costs--Many renters believe that if the residence is left dirty or damaged the landlord can only withhold the deposit for compensation. This is a common misconception. Your landlord can hold you liable for the costs of repairing and cleaning the home, even if they exceed the amount of your move in deposit. Your landlord may request that you pay the difference, and if you refuse, may take action, asking a court to force you to pay.
Ask for a Walk-Through Inspection
• After you have finished cleaning, schedule a time where you and your landlord can walk through the residence together. This will give you the opportunity to negotiate any further cleaning and repairs. Bring your move-in checklist and any pictures for reference.
• Follow up on Your Deposit. Under Oregon State Law, landlords are required to either return the deposit or provide a written explanation as to how all or part of the deposit has been used within 31 days after the tenant has returned all keys. If your landlord fails to do this, you can write a letter stating that it is unlawful to withhold the deposit without an explanation, and ask the landlord to respond immediate with their plans for returning the deposit. Keep a copy of this letter for your records, as well as a certificate of mailing from the post office.
• Whenever you have a dispute with your landlord over a large amount of money, you should seek legal advice. ASUO Legal Services provides free assistance to students at 541-346-4273 or visit http://www.uoregon.edu/~legal/.
• Return all keys to your landlord. Sometimes landlords charge tenants for unreturned keys. Avoid the hassle and cost by returning your keys before your agreed move out time.

Don’t Dump Your Furniture and Other Belongings
• Sometimes by the end of the year, you have a ton of stuff accumulated in your home, and it becomes a burden. At the end of the year, many students plan to leave town or move, but are unsure what to do with all of their furniture and other belongings which they will not need during the break.
• Many leave unwanted items by the dumpster or on the curb, exposed to the elements, and likely to go to waste. Why deal with the legal and environmental consequences of dumping when there are so many better options?
• Store it! It can be expensive and time consuming to replace your stuff each fall, and so often, it is easier to keep your old stuff. Here are a few contacts for summer storage:
  Mini storage (541) 485-0011
  StorItAll (541) 683-5622
  U-Haul - (541) 726-6051
Hint: split the cost and space of a storage unit with a friend!

**Sell it!** Hey, if it’s got to go, why not make a few dollars? Here are a few ways to sell your items:

- Yard Sale (an excuse to be in the sun!)
- Post an ad on Craigslist online: http://eugene.craigslist.org
- Advertise in the newspaper: try the Register Guard, Oregon Daily Emerald, or Eugene Weekly

**Donate it!** As they say, “One man’s trash is another man’s gold.” There are many people in Eugene who need furniture and other household items.

The organizations below can give your items directly to those in need, or resell them and use the proceeds to assist underprivileged groups.

Contact:
Catholic Community Services: 541-345-3628
http://www.ccls.org
St. Vincent DePaul: 541-607-0439
http://www.svdp.us
Goodwill Industries: 541-345-1801
www.goodwill-oregon.org
Q: Can I have roommates or pets?
A: The landlord has a right to set reasonable occupancy rates and whether to allow pets. Within Eugene, no more than five unrelated people may share a house.

Q: What about repairs?
A: Legally the landlord must keep the rental habitable at all times. The landlord is responsible for repairs if you, your guest or your pets, do not cause them.

Q: What happens if I do not pay my rent on time?
A: You can be evicted for failure to pay your rent. Please carefully read your lease or rental agreement concerning rent, late fees, and notice of eviction.

Q: Can I be held responsible for the actions of my roommates?
A: Yes, you can. It may be useful for you to have a signed agreement between yourself and your roommates. We have included a sample agreement in this brochure. Please remember that all those whose names appear on the lease can be held responsible for all rents, repairs and fees.

Q: What if I have a conflict with a landlord, roommate, or neighbor and I can’t seem to resolve it?
A: Unfortunately these kinds of situations do arise. There are resources on campus that can help you, including:

Conflicts Resolution Services 541-346-0617
Community Mediation Services 541-344-5366
ASUO Legal Services 541-346-4273

Q: Should I get renters insurance?
A: Getting renters insurance is always a good idea and is reasonably inexpensive. The unexpected can always happen. Depending on what your lease agreement says you can be held responsible for any number of situations. Renters
insurance generally covers loss of your property in case of fire, flood, or theft but not the rental unit itself. Most home insurers also provide renter’s insurance. It is easy to find.

Q: How can I get involved in the community?
A: CommUniversity Assistants (CAs) are University of Oregon students who live off campus and work to improve the environment and living experience for off campus students and neighbors in the community. CAs act as liaisons between students, the university, and the off campus community. They assist in providing off campus student services to undergraduate and graduate students in the community. As part of this task, CAs provide information to students about community living, safety, rights, responsibilities, and issues specific to their neighborhood. In general, CommUniversity Assistants support students in off campus community living. For more information about the CommUniversity Assistant Program, contact:

CommUniversity Assistant Program
Off Campus Student Services
161 EMU (Office across from the Fir Room)
Contact for office hours or to
schedule an appointment: 541-346-3216
E-mail: communiversity@uoregon.edu

Eugene’s neighborhood associations that work to build community and improve neighborhood livability:
http://www.eugene-or.gov/nassociations

Q: What happens if I withdraw from school and must leave Eugene for some emergency?
A: It is important that you check your lease agreement and contact your landlord before leaving. Each agreement is different and each landlord is different. Knowing your rights and keeping the lines of communication open between you and your landlord may help you in these situations. A tenant may terminate a rental agreement upon written notice and proof of being called away to active duty in the armed services.
Resources are available on and off campus to help University of Oregon students. Campus and community resources are available to help students with housing issues, legal advice, physical and mental health, academics, discrimination, sexual assault, conflict, and other issues. The Office of the Dean of Students urges students to proactively seek resources to help them achieve success!

**Accessibility for Students with Disabilities:**
Accessible Education Center
University of Oregon
164 Oregon Hall
(541) 346-1155
uoaec@uoregon.edu

Lane Independent Living Alliance
Serves people with cognitive, physical, mental, or sensory disabilities
541-606-7020
http://www.lilaoregon.org

**Bias:**
Bias Response Team
Phone: 541-346-1134 or 541-346-1139
E-mail: brt@uoregon.edu
Website: http://bias.uoregon.edu

ASUO Rental Services
Provides legal advice to students on a variety of issues.
541-346-3724
Website lists Eugene rentals
http://asuorental.uoregon.edu
City of Eugene Human Rights Commission
99 West 10th
Eugene OR 97401
541-682-5177
http://www.humanrightscity.com

Fair Housing Council of Oregon
(see “Off-Campus Housing”)

Sexual Assault and Domestic Violence:
Sexual Assault Prevention
Crisis line: 541-343-SASS(7277) or toll-free 1-800-788-4727
Business phone: (541) 484-9791
http://www.sass-lane.org

Womenspace—Domestic Violence Services
24 Hour Help Line: (541) 485-6513 or (800) 281-2800 toll free
Advocacy Center phone: (541) 485-8232
info@womenspaceinc.org
Womenspace physical address:
1577 Pearl Street, Suite 400
Eugene, OR 97401

Community:
Eugene Neighborhood Associations
City of Eugene Neighborhood Services
99 West 10th
Eugene OR 97401
541-682-5009
www.eugene-or.gov/nassociations

Conflict Resolution & Mediation Services:
Community Mediation Services
(541)344-5366
59 E 11th Ave, Suite 100
Eugene, OR 97401
http://www.communitymediationservices.com
Emergencies:
Call 911: the emergency phone number for police, fire, and ambulance in any location in the United States. For emergencies, including sexual assault, incidents of bias, missing persons, and health emergencies, call 911.

UO Department of Public Safety:
(541) 346-6666
Straub Hall
1319 East 15th Avenue, Eugene OR
Hours: 24 hours a day, 7 days a week

Police:
Eugene Police Department, Non-emergency 541-682-5111
Crime Prevention 541-682-5137
EPD West University Substation 541-682-8350

Health:
University Health Center
Provides help with physical and mental health.
541-346-2770
(24 hour help available: press “1” after 5 pm and before 8 am)
http://healthcenter.uoregon.edu

University Counseling & Testing Center
Provides counseling and assessment.
541-346-3227
http://counseling.uoregon.edu/dnn

White Bird Clinic
Physical and mental health services and drug and alcohol rehabilitation services in Lane County.
http://www.whitebirdclinic.org/contact.php
Crisis: 541-687-4000
Main Phone: 541-342-8255
Drug treatment: 541-683-1641

**Legal Services. For assistance with landlord tenant law and other legal issues:**

ASUO Legal Services
Provides legal advice to University of Oregon students
(541) 346-4273
Call ahead with student id # to schedule an appointment with a lawyer.

Lane County Legal Aid Services
Provides legal advice to Lane County community members, including tenant/landlord advice.
Drop in hours 2012, Monday - Friday 1:00 pm - 3:00 pm
376 East 11th Avenue, between Mill and High Street

Tel-Law (State of Oregon legal information hotline)
800-452-4776
Press “4” for information regarding landlord-tenant law

OregonLawHelp.org
Free legal information for low-income Oregonians
http://www.oregonlawhelp.org

Community Alliance of Tenants
Renters rights hotline 503-288-0130
www.oregoncat.org

**Off Campus Services:**
Off Campus Student Services
161 EMU (Office across from the Fir Room)
University of Oregon
Contact for office hours or to schedule an appointment:
(541) 346-1468
communiversity@uoregon.edu
CommUniversity Assistant Program
University of Oregon
541-346-3216
http://uodos.uoregon.edu/offcampus.aspx

**Campus Housing:**
University Housing
Provides housing to graduate and undergraduate students.
(541) 346-4277
http://housing.uoregon.edu/apartments

Student Co-operative (Housing) Association
Provides housing for students interested in cooperative living.
(541) 683-1112
1648 Alder St.
Eugene, OR 97401
http://www.uoregon.edu/~asuosch/

ASUO Rental Services
Provides legal advice to students on a variety of issues.
541-346-3724
Website lists Eugene rentals
http://asuorental.uoregon.edu

Fair Housing Council of Oregon
Promotes equal access to housing by providing education, outreach, technical assistance, and enforcement of fair housing laws.
800-424-3247
http://www.fhco.org

City of Eugene Rental Housing Program
Provides tenant, property owner, and property manager support for rental housing concerns.
541-682-8282
http://eugene-or.gov/rentalhousing
**Safe Rides:**
Safe Ride Shuttle
Provides safe rides within 3 miles of campus.
May provide ‘exception ride’ outside of boundaries with prior discussion.
Operates Sunday - Thursday, 6 pm - midnight, Friday and Saturday, to 2 am
For complete hours, see the website:
http://pages.uoregon.edu/saferide/Rules.html
541.346.RIDE (7433) x2

Designated Driver Shuttle
Provides rides, no questions asked
Operates 7 days a week, call 10:00 - 2:30 pm
541.346.RIDE (7433)
http://pages.uoregon.edu/asuodds/mission.html

Campus Safety Escort
Department of Public Safety, University of Oregon
Provides a UO Department of Public Safety escort home after hours, especially in case of concern.
After 5 pm: 541-346-5444

**Transportation & Parking:**
Point to Point Solutions (rideshare, biking, bus)
(541) 682-6213
http://www.point2pointsolutions.org

UO Parking & Transportation
541-346-5444
https://parking.uoregon.edu/
“Commuter Services” on left toolbar

UO Access Shuttle
For people with long-term or temporary disability
541-852-2561
https://parking.uoregon.edu/
First tab under “Commuter Services” on left toolbar
RideSource Transportation Services
Transportation service for people with a disabling condition
541-682-5566

Parking, City of Eugene
Information: http://www.eparkeugene.com
Permits: Diamond Parking
541-343-3733
1297 High Street
http://www.dpseugene.com

University Services:
Diversity Education and Support
541-346-1139 http://uodos.uoregon.edu

Diversity at the UO
http://oied.uoregon.edu

Multicultural Resource Guide
http://coda.uoregon.edu

International Student and Scholar Information
541-346-3206
http://international.uoregon.edu/index.php/isss

Office of Institutional Equity and Diversity
541-346-3175 http://oied.uoregon.edu/

Office of the Dean of Students
(541) 346-3216
5216 University of Oregon
164 Oregon Hall
Eugene, OR 97403
uodos@uoregon.edu
http://uodos.uoregon.edu
Office of Student Advocacy  
(541) 346-3722  
334 Erb Memorial Union  
OSA@OfficeofStudentAdvocacy.org  
http://gladstone.uoregon.edu/~asuoosa/  

**Telephone and Internet:**  
Comcast  
800-934-6489  
http://www.comcast.com  

QWEST  
800-244-1111  
http://www.qwest.com  

**Second Hand Furniture & House Wares:**  
Goodwill Industries http://www.goodwill-oregon.org/  
St. Vincent De Paul http://www.svdp.us/  
BRING Recycling http://www.bringrecycling.org  
Craigslist http://eugene.craiglist.org/  

**Utilities, Garbage, Recycling Services:**  
Eugene Water and Electric Board (EWEB)  
541-685-7000  
http://www.eweb.org  

Northwest Natural Gas  
541-226-4211  
http://www.nwnatural.com  

Sanipac  
541-736-3600  
http://www.sanipac.com  

Countryside Disposal Service  
541-687-1259
Lane Apex Disposal Services
541-607-2042

Royal Refuse Service
541-688-5622
http://www.royalrefuseservice.com

BRING Recycling
541-746-3023
http://www.bringrecycling.org

NextStep Recycling
541-868-0904 (Store)/541-686-2366 (Business)
http://www.nextsteprecycling.org