Oregon Month-to-Month Rental Agreement

General template, not legal advice. Have a Oregon attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in Oregon. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent

Landlord address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Other occupants

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit

City, state and ZIP

Parking or storage included

Appliances and furniture included

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that Oregon law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

> Notice to end a month-to-month tenancy in Oregon: A tenant ends a month to month tenancy with at least 30 days of written notice; a landlord can use 30 days only during the first year of occupancy. (ORS 90.427)

5. Rent

Rent is $_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is $_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of $_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of $_____ (Returned payment fee).

> Late fee limits in Oregon: A late charge is allowed only if the written rental agreement sets it and rent has not been received by the fourth day of the rental period; a daily charge can begin on the fifth day. (ORS 90.260)

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as Oregon law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

> Rent increase notice in Oregon: After the first year, a landlord must give at least 90 days of written notice that states the amount of the increase, the new rent and the date it starts. (ORS 90.323) For a week to week tenancy, the notice period is seven days. (ORS 90.323)

> Rent control in Oregon: Oregon caps most residential rent increases at 7 percent plus the consumer price index, or 10 percent, whichever is lower, in any 12 month period. (ORS 90.323 and ORS 90.324)

7. Security deposit

The tenant pays a security deposit of $_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by Oregon law.

> Deposit limit: _____ (check the rule in Oregon)

> Deposit return deadline in Oregon: The landlord has 31 days after the tenancy ends and the tenant gives up possession to return the deposit or the part not claimed. (ORS 90.300)

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice Oregon law requires, and at any time in an emergency.

> Entry notice in Oregon: Except in an emergency, after a tenant's written repair request or by agreement, the landlord gives at least 24 hours of actual notice and enters only at reasonable times. (ORS 90.322)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice Oregon law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

> Notice for unpaid rent in Oregon: For unpaid rent in a monthly tenancy, the landlord gives either a 10 day notice served no sooner than the eighth day of the rental period or a 13 day notice served no sooner than the fifth day; weekly tenancies use a 72 hour notice. (ORS 90.394)

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules

☐ State or local disclosures that may also be required: check

> State disclosures in Oregon: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) If the unit lies in a 100 year flood plain, the rental agreement must say so; a tenant who suffers an uninsured flood loss without that notice can recover damages up to two months' rent. (ORS 90.228) Any security deposit paid or required must be listed in the written rental agreement. (ORS 90.300)

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

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