

HSD Provider Conference

June 16, 2026

Notes from Session: Eviction Defense: Reducing Legal Barriers to Increase Housing and Stability

Presenters: Stephanie Back, Metropolitan Public Defenders (MPD)

Moderators: Emily Nelson

Notetaker: Breanna Flores

-Main Points from Session Overview/Presentation (high level):

- Civil legal services team within MPD
- Three different subteams within their team – focus on eviction defense/housing, collateral consequence barrier reduction, immigration team. Each of these teams work together
- Criminal Record Relief
 - They can review and see if they can remove any barriers via expungement, reduce lower level felonies, prostitution vacatur, SB 819 petitions, sex offender registration relief, warrant lifts, debt relief
- Support cleaning up records
 - Laws to help people access housing even with criminal record
 - Individual assessment under SB291
 - Reasonable Accommodation
 - Letters of Support
 - ONE MORE
- SB 291 Screening Rules
 - Codified in Oregon state law – landlords need to perform an individualized assessment
 - Individualized assessment is a change to provide supplemental evidence to explain, justify, or negate the relevance of potentially negative information
 - This is where you can ask landlord to consider the information before automatic denial
- Supplemental Evidence can include letter from case worker/survivor advocate, letters from probation officer, lawyer, past landlord, certificates of completion, AA mentor
- Reasonable Accommodation

- Disability can include alcoholism or drug addiction if individual is no longer actively using illegal substances.
- They do need to verify the disability unless it is apparent/visible. Landlord can request verification of the disability.
- Connecting criminal activity to the disability – there must be a NEXUS between the disability and the incident that caused them to have something on their record
- Eviction Defense Brief Overview
 - Different types of notices
 - Nonpayment of rent – 10 day notice; Outrageous or Dangerous Conduct – 24 hour notice; 30 Day (for-cause or no-cause) – 30 days; Qualifying landlord reason – 60 or 90 days; Repeat Violation (in a six month period) – 10 days
 - These times mean the landlord can file the eviction case, not that they are immediately kicked out.
 - Once the landlord files for the eviction, the documents include the complaint and the summons.
 - It is important to note what notice was filed for the case
 - Stipulated agreements aka settlements
 - If they are negotiated before court, they aren't a court order. If they happen after court starts, then they are a court order.
 - There are a few different settlement agreements – as long as tenant complies, the eviction is avoided
 - 6 months is the longest agreement – very rare though
 - A “pay to stay” agreement
 - A move out agreement
 - A behavioral agreement
 - Settlements can become challenging if tenants cannot/will not comply with the agreement
 - When they ask for these, MPD asks for immediate dismissal with the opportunity to reinstate
 - Only defenses for noncompliance is if the landlord is lying or prohibited tenants from complying. Other circumstances (hospital stays, weather events, etc.) are often not accepted as defenses
 - Eviction Trials
 - Trials are scheduled approximately 2-5 weeks out, with dangerous behavior eviction cases moving quicker than non-payment
 - Eviction trials happen on a shorter timeline
 - Tenants who represent themselves at trial have a challenging time and low changes of success

- Landlords must prove the tenant did what they alleged. If the tenant did not pay rent, it is almost impossible to win at a trial.
 - Habitable issues can be a component, the law is if a tenant is going to withhold rent, they have to be saving all the money and they have to pay that money to the court.
 - The court then divvies up the money, almost never 100% of the rent. Very common for tenants to not have the rent.
 - Rent assistance programs do not pay for costs of eviction trials – they focus on preventing the eviction from getting to that place
 - Advise tenants to save the rent they would have paid if they are going to withhold rent
 - HB 2001 – If the amount of rent listed on the Notice is paid to the landlord before trial, the case must be dismissed
 - Tenants have until a date of trial to pay
 - Tenants need to come up with the money stated on the Notice to get it dismissed; do not need to have the full amount if process takes months long but will need to owe that later
 - Landlords cannot include utilities, late fees, or legal costs to cure 10 day notice, they can if it is a 30 day notice
 - MPD will often ask for trial and then work with rent assistance providers to get the money needed to dismiss the trial before the trial date
- Address the eviction record
 - Evictions can be expunged – if it was dismissed there can be an immediate appeal.
 - Dismissed evictions
 - Stipulated agreement evictions
 - Vacate and desist and mutual agreement?
 - If the eviction does happen, they have to wait to 5 years to get it expunged
 - COVID evictions – SB 282
 - This can be expunged earlier than 5 years due to COVID era protections
- Addressing housing debt
 - MPD can act as negotiators, they do not have funding to negotiate the debt currently. They can do this with civil debt (e.g. phone bills in collection), not just landlord debt.
 - Damage debt can be disputed if related to DV/SA, bias crime or stalking

-Questions/Answers (summarization):

- Can you ask for an individual assessment ahead of time before application?
 - Yes, you can do this in advance if you think they may be denied.
- Does the landlord have any responsibility to rehouse the tenant when the unit is uninhabitable?
 - Good to have a lawyer in this situation – it depends.
 - Tenants do not have to pay double rent but it is case specific.
 - Generally, landlord cannot dismiss it
- A landlord charged a lease break fee to someone they evicted, can they do that?
 - Landlords should not be doing this but would need to do code research to confirm. They can go back and request the money back if it was taken unfairly
- Is 5% every day for a late fee allowed?
 - There are late fees that are very expensive, under the law there is a structure of what kind of late fees are permissible. They have to be in the lease but they believe the 5% every day late fee is allowable.
 - They can review the ledger to determine if it is a permissible fee
- Could you speak to some examples of cut and dry cases where tenants can win/likely lose so case managers can be aware of that?
 - 90% of eviction cases are resolved before trial will happen, they want to encourage tenants to negotiate move-out agreement and not have eviction on their record
 - Remind tenants with an eviction trial – what you win is continue to live in the apartment, not the sum of money back and can occasionally get attorneys fees covered (not common)
 - Landlord is not disciplined if they lose the trial
 - If there are problems with the Notice, tenants will win automatically if it is invalid. The judge will usually flag this for landlords and the trial will be dismissed and they will refile. This is not a situation to rely on.
 - Reasonable accommodation requests are actively part of this process – landlords cannot ignore them and have to engage to accommodate the disability. They can deny it if it is truly unreasonable.
 - Reasonable accommodations must be in writing
 - There are no cases where 100% the tenant will win.

- Are there any best practices for overcoming the technology divide for screening/accepting payments?
 - There is no right to access or not have access to the tenant portals
 - When people have a pending eviction case they are locked out of the eviction portal, there is no legal right to access it. If they need to access it, they need to call, email, or pay in person.
 - Tenants can request another method for communication and landlords can deny it. If they have a disability that prevents them from using the portal, the landlord in most cases should accommodate this. If it is more of an access issue due to affordability of the internet, etc., they do not have to provide access.
 - Landlords have an obligation to engage with the tenant on requests so if that is not happening then MPD can intervene and see if they can support
- Is there some protections for tenants if they violate a stipulated agreement?
 - Only legal protection is if they violate it and it is related to a disability and they file for reasonable accommodation.
 - If the tenant does not comply and there is no disability, they can try to negotiate the agreement into a move-out agreement instead to avoid eviction. Tenants can request a hearing to buy them time to negotiate.
- How to navigate if a minor ages into adulthood and then there is an eviction and they now have that on their record.
 - If a household moves out before the trial and puts something in writing that confirms they were out of the unit, then the eviction cannot be on the record?
 - Can ask to remove minor from eviction case, have to ask judge to do this – not something that automatically happens
 - It is possible to get those judgements vacated but support from attorneys is helpful
- Can people file their own eviction expungement?
 - Yes, there is a self-help center at the court. They need to mail serve the plaintiff and file it with the court. MPD encourages people to go in person so questions can be answered directly, no legal advice given but they can point towards forms needed for process.
 - If they run a background check on someone and it shows the eviction, can they call the court and see if they can identify the case number?
 - Oregon Smart search – the judicial public website to pull up any court records.
- Is there a timeline for someone experiencing/who has experienced DV that can claim it as the issue that occurred?

- No, but there will likely need to be proof/supplemental information (e.g. police reports, etc).
- It is case specific depending on what the specific barrier is.