

## 14-30 DAY NOTICE

14-30's are intended for relapse and to enforce behavior contracts which have been violated.

The 14-30 day notice is intended for behaviors that can be corrected and which are measurable. If someone has violated the rules in the way which will get her a 30 day notice but the house feels there is a willingness to change.

14-30's are only useful for things that can be tested. EX: if someone has trash in their room, you can have them get rid of it. But, if they leave shoes in the living room, if the shoes are gone on the 14<sup>th</sup> day, it doesn't demonstrate any improvement in the behavior. Generally if someone violates a behavior contract a 30 day notice is a better solution than a 14-30.

The 14-30 expresses house's belief that there is a willingness to change. It is not a free ride because if someone re-offends after the 30 days, they are out of the house in 10 days. But it does give an opportunity for the member to make changes.

Also, it is important to remember that in RAP we are looking for progress, not perfection. If a member is put on a contract for not making noise after 10:00 because she has been waking up the children by laughing and talking after 10:00, the fact that two weeks later she comes back at 10:15 with a friend and they wake up a child, does not negate two weeks of better behavior. People whose behavior is getting better should be congratulated, not beaten up because their behavior is not perfect. This is especially true in DV houses. People do not need to be continually beaten up.

As with all expulsions, there are legal restraints defined in the Oregon Landlord Tenant Act. This kind of expulsion is defined in **ORS 90.392** as "Termination of rental agreement by landlord for cause."

This allows a landlord to evict a tenant for "material violation" of the rental agreement. Under this clause the landlord (the house) must give the house member a 30 day notice. The notice must allow for the tenant to fix the problem and the notice must state why the person is being evicted and what the fix is and give a date by which the situation must be fixed. The date must be at least 14 days after the notice is given. (see the 14-30 notice which can be printed at the bottom of the page.)

If the situation is not fixed, then the rental agreement terminates on the 30 day termination date.

If the behavior is repeated within 6 months, then the tenant can be asked to leave after 10 days.

- Notice served in person<sup>i</sup>
- Notice mailed & posted
- Notice mailed only<sup>ii</sup>

**TERMINATION NOTICE FOR CAUSE (or 14-30 Notice)**

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Resident's Name \_\_\_\_\_

House Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Your tenancy will terminate and you must vacate by \_\_\_\_\_ (date, 30 days).

You have violated the House Rights and Responsibilities and Membership Contract which you signed on \_\_\_\_\_ (date).

Quote sections violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Details of violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you correct the violations by \_\_\_\_\_ (date, 14 days), your tenancy will not terminate. We will consider the violations corrected if you:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

If the violations are not corrected, your tenancy will terminate on the date indicated above and you must vacate.

\_\_\_\_\_  
House Secretary Signature

\_\_\_\_\_  
Date

If substantially the same act or omission re-occurs within six months, we may terminate your tenancy by giving you at least ten days' written notice specifying the violation and the date of termination. You do not have an opportunity to correct this type of violation.

If you are disabled, you have a right to request a reasonable accommodation – some plan that would enable you to meet the terms of your House Rights and Responsibilities and Membership Contract. If you seek such an accommodation contact your House President within 14 days of receiving this notice. He or she will need evidence that the violation was caused by a disability and that the accommodation you propose is adequate to solve the problem.

You have ten days within which to discuss the proposed termination of tenancy with us. This ten day period begins on the earlier of the date this notice was hand delivered to your unit or the day after the date this notice is mailed. If you request a meeting, we or our agent agree to discuss the proposed termination with you.

We are available to meet with you to discuss the proposed termination of tenancy during the normal house business meeting, on \_\_\_\_\_ of each week at \_\_\_\_\_ o'clock. During the meeting you or your counsel may view the house file and make copies to aid in your defense

We may seek to terminate your rental agreement by bringing a judicial action, at which time you may present a defense.

\_\_\_\_\_  
<sup>i</sup> Must be authorized by the rental agreement

<sup>ii</sup> If the notice is mailed only, add four days to the termination date (34 days) and to the correction date (18 days).