

# TITLE 10

## PROPERTY RIGHTS AND TRANSACTIONS

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### Chapter 91

#### Landlord and Tenant

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##### CROSS REFERENCES

Landlord's title not to be denied by tenant at commencement of relation, presumption, 41.350(5)  
Methods of creating and transferring estate or an interest in realty, 93.020

Recordation of leasehold instruments, effect, 93.710  
Writing essential for certain leases, 41.580(5)



**CREATION AND TERMINATION OF TENANCIES**

**91.010 Tenancy, when deemed to exist.** A tenancy is deemed to exist under this chapter and ORS 105.115 and 105.120 when one has let real estate to another to hold of him as a landlord.

**91.020 Tenancies classified.** Tenancies are as follows: Tenancy at sufferance, tenancy at will, tenancy for years, tenancy from year to year, tenancy from month to month, tenancy by curtesy, tenancy by entirety and tenancy for life. The times and conditions of the holdings shall determine the nature and character of the tenancy.

**91.030 Tenancy by curtesy, entirety or for life.** A tenancy by curtesy, a tenancy by entirety and a tenancy for life shall be such as now fixed and defined by the laws of the State of Oregon.

**91.040 Tenancy at sufferance.** One who comes into possession of the real estate of another lawfully, but who holds over by wrong after the termination of his term, is considered as a tenant at sufferance. No notice is required to terminate a tenancy at sufferance.

**91.050 Tenancy at will.** One who enters into the possession of real estate with the consent of the owners, under circumstances not showing an intention to create a freehold interest, is considered a tenant at will. When the rent reserved in the lease at will is payable at periods of less than three months, a notice to terminate the tenancy is sufficient if it is equal to the interval between the times of payment of rent. The notice to terminate a tenancy at will is sufficient if given for the prescribed period prior to the expiration of the period for which, by the terms of the lease and holding, rents are to be paid.

**91.060 Tenancy from year to year.** One who enters into the possession of real estate with the consent of the owner, and no certain time is mentioned, but an annual rent is reserved, is considered a tenant from year to year. A notice to terminate a tenancy from year to year is sufficient if it is given 60 days prior to the expiration of the period for which, by the terms of the lease and holding, rents are to be paid.

**91.070 Tenancy from month to month.** One who holds the lands or tenements of an-

other, under the demise of the other, and no certain time has been mentioned, but a monthly rental has been reserved, is considered a tenant from month to month. Except as otherwise provided by statute or agreement, such tenancy may only be terminated by either the landlord or tenant giving the other, at any time during the tenancy, not less than 30 days' notice in writing prior to the date designated in the notice for the termination of the tenancy. The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy and holding, rents are to be paid.

**91.080 Termination when expiration of tenancy fixed by terms of lease.** A tenant entering into the possession of real estate may, by the terms of his lease, fix the date of expiration of his tenancy, and when so fixed, no notice is required to render the holding of the tenant wrongful and by force after the expiration of his term as fixed by his lease.

**91.090 Termination of tenancy by failure to pay rent; reinstatement.** The failure of a tenant to pay the rent reserved by the terms of his lease for the period of 10 days, unless a different period is stipulated in the lease, after it becomes due and payable, operates to terminate his tenancy. No notice to quit or pay the rent is required to render the holding of such tenant thereafter wrongful; however, if the landlord, after such default in payment of rent, accepts payment thereof, the lease is reinstated for the full period fixed by its terms, subject to termination by subsequent defaults in payment of rent.

**91.100 Waiver of notice.** Any person entering into the possession of real estate under written lease, as the tenant of another, may, by the terms of his lease, waive the giving of any notice prescribed by ORS 91.050 to 91.070.

**91.110 Notices to be in writing; how served.** All notices required by ORS 91.050 to 91.070 and by ORS 105.120, must be in writing and must be served upon the tenant by being delivered to him in person or by being posted in a conspicuous place on the leased premises in case of his absence, or by being left at his residence or place of abode.

**91.120 to 91.200** [Reserved for expansion]

**RENT**

**91.210 Rents payable in advance unless otherwise agreed; demand unnecessary.** Unless otherwise expressly provided by the lease or terms of holding, all rents reserved under the lease or terms of holding are due and payable in advance. The tenant shall pay or tender payment thereof on or prior to the first day of the rent paying period provided in his lease or by the terms of his holding, and no demand therefor is necessary to render a tenant in default.

**91.220 Tenant in possession liable for rent; remedies for recovery.** (1) Every person in possession of land out of which any rent is due, whether it was originally demised in fee, or for any other estate of freehold, or for any term of years, is liable for the amount or proportion of rent due from the land in his possession, although it is only a part of what was originally demised.

(2) Such rent may be recovered in an action at law, and the deed of demise, or other instrument in writing, if there is any, showing the provisions of the lease, may be used in evidence by either party to prove the amount due from the defendant.

(3) This section shall not deprive landlords of any other legal remedy for the recovery of their rents, whether secured to them by their leases or provided by law.

**91.230 to 91.300** [Reserved for expansion]

**EMBLEMENTS**

**91.310 Farm tenant's right to emblements.** When the leasing or occupation is for the purpose of farming or agriculture, the tenant or person in possession shall, after the termination of the lease or occupancy,

have free access to the premises to cultivate and harvest or gather any crop or produce of the soil planted or sown by him before the service of notice to quit.

**91.320 to 91.400** [Reserved for expansion]

**MATTERS RELATING TO GAMBLING LEASES**

**91.410 Gambling leases prohibited; status of rental contracts; termination; recovery of possession.** (1) No person shall let or rent any house, room, shop or other building, or any boat, booth, garden or other place, knowing or having reason to believe it will be used for gambling purposes.

(2) All contracts for the rent of a room, building or place in violation of subsection (1) of this section are void between the parties.

(3) Any person letting or renting any room, building, or place mentioned in subsection (1) of this section which is at any time used by the lessee or occupant thereof, or any other person with his knowledge or consent, for gambling purposes, upon discovery thereof, may avoid and terminate such lease or contract of occupancy, and recover immediate possession of such building or other place by an action at law for that purpose to be brought before any justice of the peace of the county in which the use is permitted.

**91.420 Penalty for letting or renting a place for gambling purposes.** Violation of subsection (1) of ORS 91.410 results in a forfeiture of twice the amount of the rent of such building or other place for six months to be recovered by action at law instituted by the district attorney in the name of the state.