

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

NOTICE OF RESTITUTION
Because of Not Complying
With a Court-Approved Agreement

Case Number _____

TO: _____

(DEFENDANT-TENANT)

(ADDRESS OF PROPERTY)

In the eviction case of _____ vs. _____

You and your landlord made a court-approved agreement allowing you to stay in the property. Your landlord claims that you have not kept that agreement. (A copy of the landlord's claim is attached). Unless you can prove to the court why you should not have to move out, you must move by the MOVE OUT DATE listed below. If you do not, the landlord can have the Sheriff physically remove you.

If you believe that you have kept the agreement or that you have a legal reason for not keeping the agreement, you are entitled to a court hearing. Legal reasons are listed in ORS 105.148 and 105.149. They include the landlord interfering with your effort to keep the agreement and your complying with a modification of the agreement made by you and your landlord.

To request a hearing, you must go to the court and complete a form explaining why you believe that you have kept (or should not be required to keep) the agreement. You have to do this before 5:00 p.m. on _____. The Sheriff will not physically remove you from the property before the hearing.

If the judge rules against you at the hearing, the landlord can have the Sheriff physically remove you.

DEADLINE TO MOVE OUT

MOVE OUT DATE: _____

If you do not request a hearing, you must move out of the property no later than 11:59 p.m. on the Move Out Date.

If you and everyone else living there do not move out by that time, the Sheriff will physically remove you. You must also move all of your belongings by that time. Anything you leave behind will be stored or disposed of as allowed by law.

Date: _____

DEPUTY COURT ADMINISTRATOR

**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF _____**

_____))
(Landlord or Agent), Plaintiff(s))
)
vs.)
)
_____))
(Tenant/Occupant), Defendant(s))

Case No. _____

**DEFENDANT'S REQUEST
FOR HEARING TO CONTEST AN
AFFIDAVIT OR DECLARATION OF
NONCOMPLIANCE**

Address of Property: _____

1. My landlord has filed a statement with the court saying that I have not complied with a court-approved agreement and that as a result my landlord is entitled to possession of the property.
2. I deny the landlord is entitled to possession of the property because (The reason must be one of the following. You must check one or more of these responses and you must explain in section 3.):

- The landlord is wrong. As explained below, I did comply with the agreement.
- Before I could comply with the agreement, the landlord was supposed to do what is explained below, which the landlord did not do.
- The landlord and I changed the agreement and I complied with the agreement as changed. The change we agreed to is explained below
- The landlord prevented me from keeping the agreement. The way the landlord did that is explained below.
- The agreement was not made in good faith as required by ORS 90.130. The lack of good faith is explained below.
- The portion of the agreement described below was unconscionable as described in ORS 90.135.
- The landlord is required by law or contract to have good cause to force me to move out and my alleged conduct or performance does not meet the standard of good cause, as explained below.
- The landlord is claiming I did not pay rent for a period of time following the date of the agreement. I did not pay that rent because I have claims for money against the landlord to offset the rent. Those claims arise from the landlord's violation of the Residential Landlord and Tenant Act or the rental agreement since the date of the court order and are explained below.

3. Here is my explanation for the reason or reasons checked above: _____

4. I understand that if I lose in court, I may be responsible for the landlord's costs, disbursements, any attorney fees and a prevailing party fee.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Date

Signature of Defendant or Agent

Name of Defendant or Agent (printed or typed)