

SERVICE OF NOTICES by Amy N. Barnhouse

A. POSTING AND MAILING

If the landlord has a rental agreement revised after September 1997, which allows tenants to serve him/her with notices by posting and mailing, the landlord may serve notices by attaching to the tenant's front door and on the same date mailing by first class mail. Service is effective at 11:59 p.m. on the day on which both acts occurred.

In order to allow for post and mail service, the landlord's rental agreement must specify the location where the tenant can post notices to the landlord. That location must be available to the tenant 24 hours a day. So, the location cannot be in a locked post office or a secure building. Furthermore, the location must be reasonably located in relation to the tenant. It would not be reasonable for a N.E. Portland tenant to have to post a notice in Tigard. The rental agreement must also specify the location to which the tenant must mail notices. Most rental agreement we see do not meet these requirements.

B. PERSONAL DELIVERY

Any notice may be served by personal delivery to the tenant. This means handing the notice directly to the tenant's hand. Service may not be made on the tenant's child or an occupant not on the rental agreement. Service is effective immediately.

C. FIRST CLASS MAIL

Landlords may not serve any notice by certified or registered mail or any other form of mail which has restricted delivery. Landlords may serve any notice by regular first class mail. A landlord who wants to document mailing may get a \$1.05 Certificate of Mailing which is a receipt from the post office showing that s/he mailed something to the tenant on that date. Service is effective at midnight on the date the notice is mailed. One way to easily compute termination dates is to remember that service is effective in four days including the date the notice was mailed.