

Legal Questions & Answers

August 2016

Question: Is it considered improper to line out an individual's name on a sale agreement and input a different name?

Answer: It is not improper to line out a party's name on the sale agreement, so long as the name is similarly modified throughout the agreement, and each modification is initialed by both parties.

Question: If a buyer's earnest money check bounces, who is responsible to notify the other parties involved in the real estate transaction?

Answer: As a neutral third party, escrow should have disclosed the bounced check to both parties and their brokers. In addition, if the selling broker was aware that the check had bounced, he or she should have disclosed such information to the listing broker.

Question: Is a landlord required to physically post a written 24 hour notice of entry on rental property or does a phone call or voicemail constitute sufficient notice? Also, what are legitimate reasons for a tenant to deny access?

Answer: Pursuant to ORS 90.150, a landlord may provide "actual" notice of entry through a phone call or voicemail rather than by posting a notice on the door. The law does not require notice to be given in writing, and notice by phone is sufficient. However, it may be prudent to also provide written notice of the entry in order to further document the actual notice.

As for denying access, a tenant may deny access if proper notice was not given, if it is at an unreasonable time or with unreasonable frequency, or if the landlord is attempting to access the property as a form of harassment of the tenant. However, a tenant may not unreasonably withhold consent for the landlord's access.