

SB 291-4  
(LC 679)  
2/9/21 (RLM/ps)

Requested by Senator JAMA

**PROPOSED AMENDMENTS TO  
SENATE BILL 291**

1 In line 2 of the printed bill, delete “and prescribing an effective date” and  
2 insert “amending ORS 90.295, 90.303 and 90.304”.

3 Delete lines 4 through 13 and insert:

4 **“SECTION 1.** ORS 90.295 is amended to read:

5 “90.295. (1)(a) A landlord may require payment of an applicant screening  
6 charge solely to cover the costs of obtaining information about an applicant  
7 as the landlord processes the application for a rental agreement. This activ-  
8 ity is known as screening[,] and includes but is not limited to checking ref-  
9 erences and obtaining a consumer credit report or tenant screening report.  
10 The landlord must provide the applicant with a receipt for any applicant  
11 screening charge.

12 “(b) A landlord may only require an applicant to pay a single applicant  
13 screening charge within any 60-day period, regardless of the number of rental  
14 units owned or managed by the landlord for which the applicant has applied  
15 to rent.

16 “(2) The amount of any applicant screening charge must not be greater  
17 than the landlord’s average actual cost of screening applicants **or the cus-**  
18 **tomary amount charged by tenant screening companies or consumer**  
19 **credit reporting agencies for a comparable level of screening.** Actual  
20 costs may include the cost of using a tenant screening company or a con-  
21 sumer credit reporting agency[, *and may include*] **and** the reasonable value

1 of any time spent by the landlord or the landlord’s agents in otherwise ob-  
2 taining information on applicants. *[In any case, The applicant screening*  
3 *charge must not be greater than the customary amount charged by tenant*  
4 *screening companies or consumer credit reporting agencies for a comparable*  
5 *level of screening.]*

6 “(3) A landlord may not require payment of an applicant screening charge  
7 unless prior to accepting the payment the landlord:

8 “[*(a) Adopts written screening or admission criteria;*]

9 “[*(b) Gives written notice to the applicant of:*]

10 “[*(A) The amount of the applicant screening charge;*]

11 “[*(B) The landlord’s screening or admission criteria;*]

12 “[*(C) The process that the landlord typically will follow in screening the*  
13 *applicant, including whether the landlord uses a tenant screening company,*  
14 *credit reports, public records or criminal records or contacts employers, land-*  
15 *lords or other references; and]*

16 “[*(D) The applicant’s rights to dispute the accuracy of any information*  
17 *provided to the landlord by a screening company or credit reporting agency;*]

18 “[*(c) (a) Gives actual notice to the applicant of an estimate, made to the*  
19 *best of the landlord’s ability at that time, of the approximate number of*  
20 *rental units of the type, and in the area, sought by the applicant that are,*  
21 *or within a reasonable future time will be, available to rent from that land-*  
22 *lord. The estimate shall include the approximate number of applications*  
23 *previously accepted and remaining under consideration for those units. A*  
24 *good faith error by a landlord in making an estimate under this paragraph*  
25 *does not provide grounds for a claim under subsection [(8)(b)] (7)(b) of this*  
26 *section;*

27 “[*(d) (b) Gives written notice to the applicant of the amount of rent the*  
28 *landlord will charge and the deposits the landlord will require, subject to*  
29 *change in the rent or deposits by agreement of the landlord and the tenant*  
30 *before entering into a rental agreement; and*

1        “[e] (c) Gives written notice to the applicant whether the landlord re-  
2 quires tenants to obtain and maintain renter’s liability insurance and, if so,  
3 the amount of insurance required.

4        **“(4) Regardless of whether a landlord requires payment of an ap-  
5 plicant screening charge, prior to accepting the application and any  
6 payment the landlord must:**

7        **“(a) Adopt written screening or admission criteria; and**

8        **“(b) Give written notice to the applicant of:**

9        **“(A) The amount of any applicant screening charge;**

10       **“(B) The landlord’s screening or admission criteria;**

11       **“(C) The process that the landlord typically will follow in screening  
12 the applicant, including whether the landlord uses a tenant screening  
13 company, credit reports, public records or criminal records or contacts  
14 employers, landlords or other references;**

15       **“(D) The applicant’s rights to dispute the accuracy of any infor-  
16 mation provided to the landlord by a screening company or credit re-  
17 porting agency;**

18       **“(E) Any right of the applicant to appeal a negative determination;  
19 and**

20       **“(F) Any nondiscrimination policy as required by federal, state or  
21 local law plus any nondiscrimination policy of the landlord, including  
22 that a landlord may not discriminate against an applicant because of  
23 the race, color, religion, sex, sexual orientation, national origin, mar-  
24 ital status, familial status or source of income of the applicant.**

25       *“(4) Regardless of whether a landlord requires payment of an applicant  
26 screening charge, if a landlord denies an application for a rental agreement  
27 by an applicant and that denial is based in whole or in part on a tenant  
28 screening company or consumer credit reporting agency report on that appli-  
29 cant, the landlord shall give the applicant actual notice of that fact at the same  
30 time that the landlord notifies the applicant of the denial. Unless written no-*

1 *tice of the name and address of the screening company or credit reporting*  
2 *agency has previously been given, the landlord shall promptly give written*  
3 *notice to the applicant of the name and address of the company or agency that*  
4 *provided the report upon which the denial is based.]*

5 “[(5) *Except as provided in subsection (4) of this section, a landlord need*  
6 *not disclose the results of an applicant screening or report to an applicant,*  
7 *with respect to information that is not required to be disclosed under the fed-*  
8 *eral Fair Credit Reporting Act. A landlord may give to an applicant a copy*  
9 *of that applicant’s consumer report, as defined in the Fair Credit Reporting*  
10 *Act.]*

11 “[~~(6)~~ (5) Unless the applicant agrees otherwise in writing, a landlord may  
12 not require payment of an applicant screening charge when the landlord  
13 knows or should know that no rental units are available at that time or will  
14 be available within a reasonable future time.

15 “[~~(7)~~ (6) A landlord that requires an applicant screening charge must  
16 refund the applicant screening charge to the applicant within a reasonable  
17 time if the landlord:

18 “(a) Fills the vacant dwelling unit before screening the applicant; or

19 “(b) Does not screen the applicant for any reason.

20 “[~~(8)(a)~~ (7)(a) An applicant may not recover an applicant screening  
21 charge from the landlord if the [*tenant*] **applicant** refuses an offer from the  
22 landlord to rent the dwelling unit.

23 “(b) The applicant may recover from the landlord twice the amount of any  
24 applicant screening charge paid, plus \$150, if:

25 “(A) The landlord fails to comply with this section with respect to the  
26 applicant’s screening or screening charge; or

27 “(B) The landlord does not conduct a screening of the applicant for any  
28 reason and fails to refund an applicant screening charge to the applicant  
29 within a reasonable time.

30 “**SECTION 2.** ORS 90.303 is amended to read:

1 “90.303. (1) When evaluating an applicant, a landlord may not consider  
2 [an] **a previous** action to recover possession pursuant to ORS 105.105 to  
3 105.168 if the action:

4 “(a) Was dismissed or resulted in a general judgment for the applicant  
5 before the applicant submits the application.

6 “(b) Resulted in a general judgment against the applicant that was en-  
7 tered five or more years before the applicant submits the application.

8 “(2) When evaluating the applicant, a landlord may not consider a previ-  
9 ous arrest of the applicant if [*the arrest did not result in a conviction. This*  
10 *subsection does not apply if the arrest has resulted in charges for criminal*  
11 *behavior as described in subsection (3) of this section that have not been dis-*  
12 *missed at the time the applicant submits the application.]:*

13 “**(a) The case against the applicant has been dismissed without**  
14 **conviction;**

15 “**(b) The applicant is presently admitted into a diversion or deferral**  
16 **of judgment program including a program entered after conviction but**  
17 **prior to judgment; or**

18 “**(c) The arrest was not for criminal behavior as described in sub-**  
19 **section (3) of this section.**

20 “(3) When evaluating the applicant, the landlord may not consider crimi-  
21 nal conviction and charging history unless the conviction or pending charge  
22 is for conduct that **is currently illegal in this state and** is:

23 “(a) A drug-related crime, but not including convictions based solely on  
24 the use or possession of marijuana;

25 “(b) A person crime;

26 “(c) A sex offense;

27 “(d) A crime involving financial fraud, including identity theft and for-  
28 gery; or

29 “(e) Any other crime if the conduct for which the applicant was convicted  
30 or charged is of a nature that would adversely affect:

1       “(A) Property of the landlord or a tenant; or

2       “(B) The health, safety or right to peaceful enjoyment of the premises of  
3 residents, the landlord or the landlord’s agent.

4       “(4) When evaluating an applicant, a landlord may not consider the pos-  
5 session of a medical marijuana card or status as a medical marijuana patient.

6       “**SECTION 3.** ORS 90.304 is amended to read:

7       “90.304. (1) If a landlord [*requires an applicant to pay an applicant*  
8 *screening charge and the application is denied, or if an applicant makes a*  
9 *written request following the landlord’s denial of an application,*] **denies an**  
10 **application**, the landlord must, **within 14 days of the denial**, [*promptly*]  
11 provide the applicant with a written statement of one or more reasons for  
12 the denial.

13       “(2) The landlord’s statement of reasons for denial required by subsection  
14 (1) of this section may consist of a form with one or more reasons checked  
15 off. The reasons may include, but are not limited to, the following:

16       “(a) Rental information, including:

17       “(A) Negative or insufficient reports from references or other sources.

18       “(B) An unacceptable or insufficient rental history, such as the lack of  
19 a reference from a prior landlord.

20       “(C) A prior action for possession under ORS 105.105 to 105.168 that re-  
21 sulted in a general judgment for the plaintiff or an action for possession that  
22 has not yet resulted in dismissal or general judgment.

23       “(D) Inability to verify information regarding a rental history.

24       “(b) Criminal records, including:

25       “(A) An unacceptable criminal history.

26       “(B) Inability to verify information regarding criminal history.

27       “(c) Financial information, including:

28       “(A) Insufficient income.

29       “(B) Negative information provided by a consumer credit reporting  
30 agency.

1       “(C) Inability to verify information regarding credit history.

2       “(d) Failure to meet other written screening or admission criteria.

3       “(e) The dwelling unit has already been rented.

4       **“(3) The statement of reasons for denial must include:**

5       **“(a) The name and address of any tenant screening companies or**  
6 **consumer credit reporting agencies that provided a report upon which**  
7 **the denial is based, if not previously disclosed to the applicant;**

8       **“(b) Any supplemental evidence provided by the applicant that the**  
9 **landlord considered and an explanation of the reasons that the sup-**  
10 **plemental evidence did not adequately compensate for the factors that**  
11 **informed the landlord’s decision to reject the application; and**

12       **“(c) Any right of the applicant to appeal the determination.**

13       **“(4) Except as provided in subsection (3)(a) of this section, a land-**  
14 **lord need not disclose the results of an applicant screening or report**  
15 **to an applicant, with respect to information that is not required to be**  
16 **disclosed under the federal Fair Credit Reporting Act. A landlord may**  
17 **give to an applicant a copy of that applicant’s consumer report, as**  
18 **defined in the Fair Credit Reporting Act.**

19       **“(5) Before denying an application for housing on the basis of**  
20 **criminal history, a landlord must:**

21       **“(a) Provide an opportunity for the applicant to submit supple-**  
22 **mental evidence to explain, justify or negate the relevance of poten-**  
23 **tially negative information.**

24       **“(b) Conduct an individualized assessment of the applicant, includ-**  
25 **ing any supplemental evidence, taking into consideration:**

26       **“(A) The nature and severity of the incidents that would lead to a**  
27 **denial;**

28       **“(B) The number and type of incidents;**

29       **“(C) The time that has elapsed since the date the incidents oc-**  
30 **curred; and**

1       “(D) The age of the individual at the time the incidents occurred.

2       “[(3)] (6) If a landlord fails to comply with this section, the applicant may  
3 recover from the landlord \$100.”.

4  
\_\_\_\_\_