

House Bill 2735

Sponsored by Representatives SCHAUFLER, C EDWARDS; Representatives GARRARD, KRUMMEL (at the request of Manufactured Housing Landlord Tenant Coalition)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Establishes payment obligation for facility landlord closing manufactured dwelling park or portion of park. Eliminates option for 180-day facility closure notice. Requires landlord closing facility or portion of facility to report to Housing and Community Services Department regarding relocation and abandonment of dwelling units. Modifies notice of tax benefit given by landlord that closes manufactured dwelling park or portion of park. Preempts local laws regulating facility closures.

Exempts from taxation amounts received by manufactured dwelling tenants for closure of manufactured dwelling park or portion of park. Allows tax credit to individual who owns and occupies manufactured dwelling as primary residence and ends tenancy as result of manufactured dwelling park or portion of park closing. Makes exemption and credit applicable to tax years beginning on or after January 1, 2008.

Eliminates sunset on tax exemptions for gain realized by manufactured dwelling park landlord from sale of park to certain associations or organizations or housing authority.

Changes notice and negotiation requirements for landlord selling facility.

Revises laws regarding termination of tenancy for cause and for waiver of termination.

A BILL FOR AN ACT

1
2 Relating to rental residential properties; creating new provisions; amending ORS 90.300, 90.425,
3 90.630, 90.632, 90.635, 90.675, 90.680, 90.800, 90.815, 90.820, 90.830, 92.840, 105.120, 316.502 and
4 456.579 and sections 6, 7, 9 and 10, chapter 826, Oregon Laws 2005; and repealing ORS 90.415,
5 90.760 and 90.810.

6 **Be It Enacted by the People of the State of Oregon:**

FACILITY CLOSURE OR CONVERSION

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8
9
10 **SECTION 1. Sections 2 to 4 of this 2007 Act are added to and made a part of ORS 90.505**
11 **to 90.840.**

12 **SECTION 2. (1) If a facility, or a portion of the facility that includes the space for a**
13 **manufactured dwelling or floating home, is to be closed and the land or leasehold converted**
14 **to a use other than as a facility, and the closure is not required by the exercise of eminent**
15 **domain or by order of state or local agencies, the landlord may terminate a month-to-month**
16 **or fixed-term rental agreement for a facility space:**

17 **(a) By giving not less than 365 days' notice in writing before the date designated in the**
18 **notice for termination; and**

19 **(b) If the facility is a manufactured dwelling park, by paying each tenant whose rental**
20 **agreement is terminated one of the following amounts, adjusted as described in subsection**

21 **(8) of this section:**

22 **(A) \$5,000 if the manufactured dwelling is a single-wide dwelling;**

23 **(B) \$7,500 if the manufactured dwelling is a double-wide dwelling; or**

24 **(C) \$9,000 if the manufactured dwelling is a triple-wide dwelling.**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 (2) Except as provided in subsection (3) of this section, the landlord must pay a tenant
 2 the full amount required under subsection (1) of this section regardless of whether the ten-
 3 ant relocates or abandons the manufactured dwelling. The landlord shall pay one-half of the
 4 payment amount to the tenant within seven days after receiving the notice described in
 5 subsection (3)(a) of this section from the tenant. The landlord shall pay the remaining
 6 amount no later than seven days after the tenant ceases to occupy the space.

7 (3) Notwithstanding subsection (1) of this section:

8 (a) A landlord is not required to make a payment as provided in subsection (1) of this
 9 section to a tenant unless the tenant gives the landlord not less than 30 days' and not more
 10 than 60 days' notice of the date the tenant will cease tenancy, whether by relocation or
 11 abandonment of the dwelling unit.

12 (b) If the dwelling unit is abandoned, the landlord may condition the payment required
 13 by subsection (1) of this section upon the tenant, and if applicable the lienholder, waiving any
 14 right to receive payment under ORS 90.675. The landlord may retain any amounts otherwise
 15 payable to the tenant and lienholder under ORS 90.675 that are waived by the tenant and
 16 lienholder.

17 (4) If a tenant who receives a notice under this section gives the landlord not less than
 18 30 days' and not more than 60 days' notice of the date the tenant will cease tenancy, the
 19 landlord may not charge the tenant any penalty or fee for moving out of the facility prior
 20 to the end of the 365-day notice period.

21 (5) A landlord may not increase the rent for a facility space after giving a notice of ter-
 22 mination under this section to the tenant of the space.

23 (6) Subsection (1) of this section does not prevent a landlord from relocating a floating
 24 home to another comparable space in the same facility or another facility owned by the same
 25 owner in the same city if the landlord desires or is required to make repairs, to remodel or
 26 to modify the tenant's original space.

27 (7) This section does not limit a landlord's right to terminate a tenancy for nonpayment
 28 of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632
 29 by complying with ORS 105.105 to 105.168.

30 (8) The Housing and Community Services Department shall adopt rules to administer and
 31 enforce this section and section 3 of this 2007 Act. The department may annually adopt rules
 32 adjusting the payment amounts described in subsection (1) of this section to reflect changes
 33 in the Portland-Salem Consumer Price Index for All Urban Consumers for All Items, as re-
 34 ported by the United States Bureau of Labor Statistics.

35 **SECTION 3.** (1) A landlord that gives a tenant a notice of termination under section 2
 36 of this 2007 Act shall send a copy of the notice to the Housing and Community Services De-
 37 partment, and to any holder of a recorded lien on the manufactured dwelling or floating
 38 home, by first class mail with certificate of mailing.

39 (2) A landlord that terminates rental agreements for manufactured dwelling park spaces
 40 under section 2 of this 2007 Act shall, no later than 60 days after the facility or portion of
 41 the facility closes, report to the department:

42 (a) The number of dwelling unit owners who moved their dwelling units out of the facil-
 43 ity; and

44 (b) The number of dwelling unit owners who abandoned their dwelling units at the facil-
 45 ity.

1 **SECTION 4. Sections 2 and 3 of this 2007 Act preempt the adoption, application or**
 2 **enforcement of any local law regulating the closure or partial closure of a facility.**

3 **SECTION 5. Section 4 of this 2007 Act does not apply to any suit or action pending on**
 4 **the effective date of this 2007 Act seeking the application or enforcement of a local law reg-**
 5 **ulating the closure or partial closure of a facility.**

6 **SECTION 6.** ORS 90.635 is amended to read:

7 90.635. (1) If a facility is closed or a portion of a facility is closed, resulting in the termination
 8 of the rental agreement between the landlord of the facility and a tenant renting space for a man-
 9 ufactured dwelling, whether because of the exercise of eminent domain, by order of the state or local
 10 agencies[,] or as provided under [ORS 90.630 (5)] **section 2 of this 2007 Act**, the landlord shall
 11 provide notice to the tenant of the tax credit provided under [ORS 316.153] **section 15 of this 2007**
 12 **Act**. The notice shall state the eligibility requirements for the credit, information on how to apply
 13 for the credit and any other information required by the Office of Manufactured Dwelling Park
 14 Community Relations by rule. **The notice shall also state that the closure may allow the tax-**
 15 **payer to appeal the property tax assessment on the manufactured dwelling. The Department**
 16 **of Revenue, in consultation with the office, shall adopt rules establishing a sample form for**
 17 **the notice and other information described in this subsection.**

18 (2) The landlord shall send the notice described under subsection (1) of this section to a tenant
 19 affected by a facility closure on or before:

20 (a) The date notice of rental termination [*must be*] **is** given to the tenant under [ORS 90.630
 21 (5)] **section 2 of this 2007 Act**, if applicable; or

22 (b) In the event of facility closure by exercise of eminent domain or by order of a state or local
 23 agency, within 15 days of the date the landlord received notice of the closure.

24 (3) The landlord shall forward to the office a list of the names and addresses of tenants to whom
 25 notice under this section has been sent.

26 [*(4) The office may adopt rules to implement this section, including rules specifying the form and*
 27 *content of the notice described under this section.*]

28 **SECTION 7.** ORS 92.840 is amended to read:

29 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative
 30 plan, the declarant may negotiate to sell a lot in a manufactured dwelling park or a mobile home
 31 park for which approval is required under ORS 92.830 to 92.845.

32 (2) Prior to the sale of a lot in a park, the declarant shall offer to sell the lot to the tenant who
 33 occupies the lot. The offer required under this subsection:

34 (a) Terminates 60 days after receipt of the offer by the tenant or upon written rejection of the
 35 offer, whichever occurs first; and

36 (b) Does not constitute a notice of termination of the tenancy.

37 (3) The declarant may not sell the lot to a person other than the tenant for 60 days after ter-
 38 mination of the offer required under subsection (2) of this section at a price or on terms that are
 39 more favorable to the purchaser than the price or terms that were offered to the tenant.

40 (4) After the park has been submitted for subdivision under ORS 92.830 to 92.845 and until a lot
 41 is offered for sale in accordance with subsection (2) of this section, the declarant shall notify a
 42 prospective tenant, in writing, prior to the commencement of the tenancy, that the park has been
 43 submitted for subdivision and that the tenant is entitled to receive an offer to purchase the lot under
 44 subsection (2) of this section.

45 (5) Prior to any sale of a lot in a subdivision created in the park, the declarant must provide

1 the tenant or other potential purchaser of the lot with information about the homeowners associ-
 2 ation formed by the declarant as required by ORS 94.625. The information must, at a minimum, in-
 3 clude the association name and type and any rights set forth in the declaration required by ORS
 4 94.580.

5 (6) The declarant may not begin improvements or rehabilitation to the lot during the period
 6 described in [ORS 90.630 (5)] **the landlord’s notice of termination under section 2 of this 2007**
 7 **Act** without the permission of the tenant.

8 (7) The declarant may begin improvements or rehabilitation to the common property as defined
 9 in the declaration during the period described in [ORS 90.630 (5)] **the landlord’s notice of termi-**
 10 **nation under section 2 of this 2007 Act.**

11 (8) Nothing in this section prevents the declarant from terminating a tenancy in the park in
 12 compliance with ORS 90.630, 90.632 and 90.635. However, the declarant shall make the offer required
 13 under subsection (2) of this section to a tenant whose tenancy is terminated after approval of the
 14 tentative plan unless the termination is for cause under ORS 90.392, 90.394, 90.396, 90.630 (1) or
 15 [(12)] (8) or 90.632.

16 **SECTION 8.** ORS 456.579 is amended to read:

17 456.579. (1) There is established in the General Fund an account to be known as the Mobile
 18 Home Parks Purchase Account. Except as otherwise provided by law, all moneys appropriated or
 19 credited to the Mobile Home Parks Purchase Account are appropriated continuously for and shall
 20 be used by the Director of the Housing and Community Services Department for the purpose of
 21 carrying out the duties and responsibilities imposed upon the Housing and Community Services De-
 22 partment under ORS 90.100, [90.630, 90.760,] **section 2 of this 2007 Act**, 90.800 to 90.840, 308.905,
 23 446.003 and 456.581 and this section. Interest earned on the account shall be credited to the account.

24 (2) Except for loans provided in ORS 90.840, the account described in subsection (1) of this
 25 section shall not be connected to or commingled in any way with the funds described in ORS
 26 456.720.

27 (3) For the purpose of carrying out the provisions of ORS 90.100, [90.630, 90.760,] **section 2 of**
 28 **this 2007 Act**, 90.800 to 90.840, 308.905, 446.003 and 456.581 and this section, the Housing and
 29 Community Services Department may seek funds from sources other than that described in ORS
 30 308.905 (1). Such funds shall be credited to the Mobile Home Parks Purchase Account.

31
 32 **TENANT TAX EXEMPTIONS AND CREDITS**

33
 34 **SECTION 9.** Section 10 of this 2007 Act is added to and made a part of ORS chapter 316.

35 **SECTION 10.** Amounts received by a taxpayer as payments under section 2 of this 2007
 36 **Act are exempt from the taxes imposed by this chapter.**

37 **SECTION 11.** Section 12 of this 2007 Act is added to and made a part of ORS chapter 317.

38 **SECTION 12.** Amounts received by a taxpayer as payments under section 2 of this 2007
 39 **Act are exempt from the taxes imposed by this chapter.**

40 **SECTION 13.** Sections 10 and 12 of this 2007 Act apply to tax years beginning on or after
 41 **January 1, 2008.**

42 **SECTION 14.** Section 15 of this 2007 Act is added to and made a part of ORS chapter 316.

43 **SECTION 15.** (1) As used in this section:

44 (a) “Household” has the meaning given that term in ORS 310.630.

45 (b) “Manufactured dwelling” has the meaning given that term in ORS 446.003.

1 (c) “Manufactured dwelling park” means a place within this state where four or more
 2 manufactured dwellings are located, the primary purpose of which is to rent space or keep
 3 space for rent to a person for a charge or fee.

4 (d) “Rental agreement” means a contract under which an individual rents space in a
 5 manufactured dwelling park for siting a manufactured dwelling.

6 (2) A credit of \$10,000 against the taxes otherwise due under this chapter is allowed to
 7 an individual who:

8 (a) Rents space in a manufactured dwelling park for a manufactured dwelling that is
 9 owned and occupied by the individual as a primary residence on the date that the landlord
 10 delivers notice that the park, or a portion of the park, is being closed and the rental agree-
 11 ment for the space is being terminated because of the exercise of eminent domain, by order
 12 of the state or local agencies or as provided under section 2 of this 2007 Act; and

13 (b) Ends tenancy at the manufactured dwelling park in response to the delivered notice
 14 described in paragraph (a) of this subsection. For purposes of this paragraph, tenancy by the
 15 individual at the manufactured dwelling park ends on the last day that a member of the in-
 16 dividual’s household occupies the manufactured dwelling at the manufactured dwelling park.

17 (3) An individual may not claim more than one credit under this section for tenancies
 18 ended during the tax year.

19 (4) If, for the year in which the individual ends the tenancy at the manufactured dwelling
 20 park, the amount of the credit allowed by this section, when added to the sum of the
 21 amounts allowable as payment of tax under ORS 316.187 and 316.583, other tax prepayment
 22 amounts and other refundable credit amounts, exceeds the taxes imposed by this chapter or
 23 ORS chapter 314 for the tax year, reduced by any nonrefundable credits allowable for pur-
 24 poses of this chapter for the tax year, the amount of the excess shall be refunded to the in-
 25 dividual as provided in ORS 316.502.

26 (5) If the taxpayer is married at the close of the tax year, the credit shall be allowed to
 27 only one taxpayer if the spouses file separate returns for the tax year. Marital status shall
 28 be determined as provided under section 21(e)(3) and (4) of the Internal Revenue Code.

29 **SECTION 16.** Section 15 of this 2007 Act applies to individuals whose household ends
 30 tenancy at a manufactured dwelling park during a tax year that begins on or after January
 31 1, 2008.

32 **SECTION 17.** ORS 316.502, as amended by section 4a, chapter 826, Oregon Laws 2005, is
 33 amended to read:

34 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
 35 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
 36 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

37 (2) A working balance of unreceipted revenue from the tax imposed by this chapter may be re-
 38 tained for the payment of refunds, but such working balance shall not at the close of any fiscal year
 39 exceed the sum of \$1 million.

40 (3) Moneys are continuously appropriated to the Department of Revenue to make:

41 (a) The refunds authorized under subsection (2) of this section; and

42 (b) The refund payments in excess of tax liability authorized under ORS 315.262 and 315.266 **and**
 43 **section 15 of this 2007 Act.**

44 **SECTION 18.** ORS 316.502, as amended by section 4a, chapter 826, Oregon Laws 2005, and
 45 section 60, chapter 832, Oregon Laws 2005, is amended to read:

1 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
 2 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
 3 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

4 (2) A working balance of unreceipted revenue from the tax imposed by this chapter may be re-
 5 tained for the payment of refunds, but such working balance shall not at the close of any fiscal year
 6 exceed the sum of \$1 million.

7 (3) Moneys are continuously appropriated to the Department of Revenue to make:

8 (a) The refunds authorized under subsection (2) of this section; and

9 (b) The refund payments in excess of tax liability authorized under ORS 315.262 **and section**
 10 **15 of this 2007 Act.**

11
 12 **FACILITY LANDLORD TAX EXEMPTIONS**

13
 14 **SECTION 19.** Section 6, chapter 826, Oregon Laws 2005, is amended to read:

15 **Sec. 6.** Amounts received as a result of the sale of a manufactured dwelling park to a tenants'
 16 association, facility purchase association or tenants' association supported nonprofit organization
 17 as described in [ORS 90.820] **section 24 of this 2007 Act**, to a community development corporation
 18 as described in ORS 458.210 or to a housing authority as defined in ORS 456.005 are exempt from
 19 the tax imposed by this chapter.

20 **SECTION 20.** Section 7, chapter 826, Oregon Laws 2005, is amended to read:

21 **Sec. 7.** Section 6 [*of this 2005 Act*], **chapter 826, Oregon Laws 2005**, applies to tax years be-
 22 ginning on or after January 1, 2006[, *and before January 1, 2008*].

23 **SECTION 21.** Section 9, chapter 826, Oregon Laws 2005, is amended to read:

24 **Sec. 9.** Amounts received as a result of the sale of a manufactured dwelling park to a tenants'
 25 association, facility purchase association or tenants' association supported nonprofit organization
 26 as described in [ORS 90.820] **section 24 of this 2007 Act**, to a community development corporation
 27 as described in ORS 458.210 or to a housing authority as defined in ORS 456.005 are exempt from
 28 the tax imposed by this chapter.

29 **SECTION 22.** Section 10, chapter 826, Oregon Laws 2005, is amended to read:

30 **Sec. 10.** Section 9 [*of this 2005 Act*], **chapter 826, Oregon Laws 2005**, applies to tax years be-
 31 ginning on or after January 1, 2006[, *and before January 1, 2008*].

32
 33 **LANDLORD NOTICE OF INTENT TO SELL**

34
 35 **SECTION 23.** Section 24 of this 2007 Act is added to and made a part of ORS 90.800 to
 36 **90.840.**

37 **SECTION 24.** (1) **The landlord of a facility may not make a final, unconditional acceptance**
 38 **of an offer to purchase the facility unless the landlord has given at least 60 days' notice to**
 39 **the persons described in subsection (3) of this section that the landlord is considering selling**
 40 **the facility.**

41 (2) **The notice shall include:**

42 (a) **A copy of any acceptable written offer received by the landlord for the purchase of**
 43 **the facility, including a description of the property and the price, terms and conditions of the**
 44 **offer; and**

45 (b) **The price, terms and conditions for which the landlord intends to sell the facility.**

1 **(3) The landlord shall give the notice to:**

2 **(a) Each tenant of the facility;**

3 **(b) Any tenants' association or facility purchase association having one or more members**
 4 **who reside as tenants in the facility, if the association has provided the landlord with contact**
 5 **information; and**

6 **(c) The Housing and Community Services Department.**

7 **(4) During the 60 days following the giving of the notice, the landlord shall consider any**
 8 **offer to purchase the facility made by a tenant, group of tenants, tenants' association, fa-**
 9 **ility purchase association or tenants' association supported nonprofit organization. The**
 10 **landlord shall negotiate in good faith concerning any offer described in this subsection. Un-**
 11 **less the parties agree otherwise in writing, the terms of an offer described in this subsection**
 12 **that is accepted by the landlord must be reduced to writing by the parties no later than 60**
 13 **days following the giving of the notice by the landlord.**

14 **(5) A landlord may send a notice under this section to a tenant as provided under ORS**
 15 **90.150. The landlord shall send notice to a tenants' association, facility purchase association,**
 16 **tenants' association supported nonprofit organization and the department by first class mail,**
 17 **return receipt requested. A mailed notice is considered to have been given three days after**
 18 **mailing.**

19 **SECTION 25. ORS 90.760 and 90.810 are repealed.**

20 **SECTION 26.** ORS 90.800 is amended to read:

21 90.800. (1) The State of Oregon encourages affordable housing options for all Oregonians. One
 22 housing alternative chosen by many Oregonians is facility living. The Legislative Assembly finds
 23 that many facility residents would like to join together to purchase the facility in which they live
 24 in order to have greater control over the costs and environment of their housing. The Legislative
 25 Assembly also finds that current market conditions place residents at a disadvantage with other
 26 potential investors in the purchase of facilities.

27 (2) It is the policy of the State of Oregon to encourage facility residents to participate in the
 28 housing marketplace by insuring that technical assistance, financing opportunities, notice of sale of
 29 facilities and the option to purchase facilities are made available to residents who choose to par-
 30 ticipate in the purchase of a facility.

31 (3) The purpose of ORS [90.100, 90.630, 90.760,] 90.800 to 90.840, 308.905, [446.003,] 456.579 and
 32 456.581 is to strengthen the private housing market in Oregon by encouraging all Oregonians to
 33 have the ability to participate in the purchase of housing of their choice.

34 **SECTION 27.** ORS 90.815 is amended to read:

35 90.815. A facility purchase association shall comply with the provisions of ORS chapters 60, 62
 36 and 65 before making [*the offer provided for under ORS 90.820*] **an offer under section 24 of this**
 37 **2007 Act.**

38 **SECTION 28.** ORS 90.820 is amended to read:

39 90.820. [(1) *Within 14 days of delivery by or on behalf of the facility owner of the notice required*
 40 *by ORS 90.760 (2) or 90.810, a tenants' association or facility purchase association may notify the*
 41 *owner of the facility in which the tenants reside by certified mail or personal service at the address*
 42 *disclosed to the tenants under ORS 90.305 (1)(a) that the association, or a tenants' association sup-*
 43 *ported nonprofit organization, is interested in purchasing the facility.*]

44 [(2) *Upon delivery of the notice required by subsection (1) of this section, the owner shall negotiate*
 45 *in good faith with the association or organization and provide the association or organization an op-*

1 *portunity to purchase the facility as the owner would any bona fide third party potential purchaser.]*

2 [(3) *A facility purchase association or tenants’ association actively involved in negotiations with a*
 3 *facility owner may waive or reduce the time periods for notice described in this section. A facility*
 4 *purchase association or tenants’ association may authorize a tenants’ association supported nonprofit*
 5 *organization to waive notice on behalf of the association.]*

6 [(4) *This section, ORS 90.760 (2) and 90.810 do*] **Section 24 of this 2007 Act does** not apply to:

7 [(a)] (1) Any sale or transfer to a person who would be included within the table of descent and
 8 distribution if the facility owner were to die intestate.

9 [(b)] (2) Any transfer by gift, devise or operation of law.

10 [(c)] (3) Any transfer by a corporation to an affiliate. As used in this [paragraph] **subsection**,
 11 “affiliate” means any shareholder of the transferring corporation, any corporation or entity owned
 12 or controlled, directly or indirectly, by the transferring corporation or any other corporation or
 13 entity owned or controlled, directly or indirectly, by any shareholder of the transferring corporation.

14 [(d)] (4) Any transfer by a partnership to any of its partners.

15 [(e)] (5) Any conveyance of an interest in a facility incidental to the financing of the facility.

16 [(f)] (6) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other
 17 instrument encumbering a facility or any deed given in lieu of a foreclosure.

18 [(g)] (7) Any sale or transfer between or among joint tenants or tenants in common owning a
 19 facility.

20 [(h)] (8) Any exchange of a facility for other real property, whether or not the exchange also
 21 involves the payment of cash or other boot.

22 [(i)] (9) The purchase of a facility by a governmental entity under that entity’s powers of emi-
 23 nent domain.

24 **SECTION 29.** ORS 90.830 is amended to read:

25 90.830. (1) A facility owner may at any time record, in the County Clerk Lien Record of the
 26 county where a facility is situated, an affidavit in which the facility owner certifies that:

27 (a) With reference to an offer by the owner for the sale of the facility, the owner has complied
 28 with the provisions of [ORS 90.820] **section 24 of this 2007 Act**;

29 (b) With reference to an offer received by the owner for the purchase of the facility, or with
 30 reference to a counteroffer that the owner intends to make, or has made, for the sale of the facility,
 31 the owner has complied with the provisions of ORS [90.820] **section 24 of this 2007 Act**;

32 (c) Notwithstanding compliance with the provisions of [ORS 90.820] **section 24 of this 2007**
 33 **Act**, no contract for the sale of the facility has been executed between the owner and a facility
 34 purchase association, tenants’ association or tenants’ association supported nonprofit organization;

35 (d) The provisions of [ORS 90.820] **section 24 of this 2007 Act** are inapplicable to a particular
 36 sale or transfer of the facility by the owner, and compliance with those subsections is not required;
 37 or

38 (e) A particular sale or transfer of the facility is exempted from the provisions of this section
 39 and [ORS 90.820] **section 24 of this 2007 Act**.

40 (2) Any party acquiring an interest in a facility, and any and all title insurance companies and
 41 attorneys preparing, furnishing or examining any evidence of title, have the absolute right to rely
 42 on the truth and accuracy of all statements appearing in the affidavit and are under no obligation
 43 to inquire further as to any matter or fact relating to the facility owner’s compliance with the pro-
 44 visions of [ORS 90.820] **section 24 of this 2007 Act**.

45 (3) It is the purpose and intention of this section to preserve the marketability of title to facil-

ities, and, accordingly, the provisions of this section shall be liberally construed in order that all persons may rely on the record title to facilities.

TERMINATION OF TENANCY

SECTION 30. Sections 31 to 33 of this 2007 Act are added to and made a part of ORS 90.100 to 90.459.

SECTION 31. (1) As used in this section, “rent” does not include funds paid under the United States Housing Act of 1937 (42 U.S.C. 1437f).

(2) Except as otherwise provided in this section, a landlord waives the right to terminate a rental agreement for a particular violation of the rental agreement or of law if the landlord:

(a) During three or more separate rental periods, accepts rent with knowledge of the violation by the tenant; or

(b) Accepts performance by a tenant that varies from the terms of the rental agreement.

(3) A landlord has not accepted rent for purposes of subsection (2) of this section if:

(a) Within 10 days after receipt of the rent payment, the landlord refunds the rent; or

(b) The rent payment is made in the form of a check that is dishonored.

(4) The acceptance of rent under any of the following circumstances does not waive the right of the landlord to terminate a rental agreement for a violation:

(a) The landlord and tenant agree otherwise after the violation has occurred.

(b) The violation concerns the tenant’s conduct and, following the violation but prior to acceptance of rent for three rental periods or performance as described in subsection (2) of this section, the landlord gives a written warning notice to the tenant regarding the violation that:

(A) Describes specifically the conduct that constitutes the violation, either as a separate and distinct violation, a series or group of violations or a continuous or ongoing violation;

(B) States that the tenant is required to discontinue the conduct or correct the violation; and

(C) States that a reoccurrence of the conduct that constitutes a violation may result in a termination of the tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630.

(c) The tenancy consists of rented space for a manufactured dwelling or floating home as described in ORS 90.505, and the violation concerns:

(A) Disrepair or deterioration of the manufactured dwelling or floating home pursuant to ORS 90.632; or

(B) A failure to maintain the rented space, as provided by ORS 90.740 (2), (4)(b) and (4)(h).

(d) The termination is under ORS 90.630.

(e) The landlord accepts:

(A) A last month’s rent deposit collected at the beginning of the tenancy, regardless of whether the deposit covers a period beyond a termination date;

(B) Rent distributed pursuant to a court order releasing money paid into court as provided by ORS 90.370 (1); or

(C) Rent paid for a rent obligation not yet due and paid more than one rental period in advance.

(5) For a continuous or ongoing violation, the landlord’s written warning notice under

1 subsection (4)(b) of this section remains effective for 12 months and may be renewed with a
2 new warning notice before the end of the 12 months.

3 (6) A landlord that must refund rent under this section shall make the refund to the
4 tenant or other payer by personal delivery or first class mail. The refund may be in the form
5 of the tenant's or other payer's check or in any other form of check or money.

6 **SECTION 32.** (1) If a notice of termination has been given by the landlord or the tenant,
7 the following do not waive the right of the landlord to terminate on the notice and do not
8 reinstate the tenancy:

9 (a) Except when the notice is for nonpayment of rent under ORS 90.394, the acceptance
10 of rent if:

11 (A) The rent is prorated to the termination date specified in the notice; or

12 (B) The landlord refunds at least the unused balance of the rent prorated for the period
13 beyond the termination date within 10 days after receiving the rent payment.

14 (b) Except if the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632,
15 the acceptance of rent for a rental period that extends beyond the termination date in the
16 notice, if the landlord refunds at least the rent for the period beyond the termination date
17 within 10 days after the end of the remedy or correction period described in the applicable
18 notice.

19 (c) If the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632 and
20 proceedings have commenced under ORS 105.105 to 105.168 to recover possession of the
21 premises based on the termination:

22 (A) The acceptance of rent for a period beyond the expiration of the notice during which
23 the tenant remains in possession if:

24 (i) The landlord notifies the tenant in writing in, or after the service of, the notice of
25 termination for cause that the acceptance of rent while an action for possession is pending
26 will not waive the right to terminate under the notice; and

27 (ii) The rent does not cover a period that extends beyond the date the rent payment is
28 accepted.

29 (B) Service of a notice of nonpayment of rent under ORS 90.394.

30 (2) The following do not waive the right of the landlord to terminate on a notice of ter-
31 mination given by the landlord or the tenant and do not reinstate a tenancy:

32 (a) The acceptance of a last month's rent deposit collected at the beginning of the
33 tenancy, whether or not the deposit covers a period beyond a termination date.

34 (b) The acceptance of rent distributed under a court order releasing money that was paid
35 into the court as provided under ORS 90.370 (1).

36 (c) The acceptance of rent paid for a rent obligation not yet due and paid more than one
37 rental period in advance.

38 (3) When a landlord must refund rent under this section, the refund shall be made to the
39 tenant or other payer by personal delivery or first class mail and may be in the form of the
40 tenant's or other payer's check or in any other form of check or money.

41 **SECTION 33.** (1) A tenant's duty regarding rent payments is to tender to the landlord a
42 timely offer of the full amount of rent owed. A landlord may refuse to accept a rent tender
43 that is for less than the full amount of rent owed or that is untimely.

44 (2) A landlord may accept a partial payment of rent. The acceptance of a partial payment
45 of rent in a manner consistent with subsection (3) of this section does not constitute a

1 waiver under section 31 (2)(b) of this 2007 Act of the landlord's right to terminate the
 2 tenancy under ORS 90.394 for nonpayment of the balance of the rent owed.

3 (3) A landlord and tenant may by written agreement provide that monthly rent shall be
 4 paid in regular installments of less than a month pursuant to a schedule specified in the
 5 agreement. Installment rent payments described in this subsection are not partial rent for
 6 purposes of this section.

7 (4) The acceptance of partial rent waives the right of the landlord to terminate the ten-
 8 ant's rental agreement under ORS 90.394 for nonpayment of rent unless:

9 (a)(A) The landlord accepted the partial rent before the landlord gave a nonpayment of
 10 rent notice under ORS 90.394 based on the tenant's agreement to pay the balance by a time
 11 certain and the tenant does not pay the balance of the rent as agreed;

12 (B) The landlord's notice of termination is served no earlier than it would have been
 13 permitted under ORS 90.394 had no rent been accepted; and

14 (C) The notice permits the tenant to avoid termination of the tenancy for nonpayment
 15 of rent by paying the balance within 72 hours or 144 hours, as the case may be, or by any
 16 date to which the parties agreed, whichever is later; or

17 (b) The landlord accepted a partial payment of rent after giving a nonpayment of rent
 18 termination notice under ORS 90.394 and entered into a written agreement with the tenant
 19 that the acceptance does not constitute waiver. The agreement section may provide that the
 20 landlord may terminate the rental agreement and take possession as provided in ORS 105.105
 21 to 105.168 without serving a new notice under ORS 90.394 if the tenant fails to pay the bal-
 22 ance of the rent by a time certain.

23 (5) Notwithstanding any acceptance of partial payment under subsection (4) of this sec-
 24 tion, the tenant continues to owe the landlord the unpaid balance of the rent. A landlord
 25 may include the unpaid balance in a subsequent month's rent obligation.

26 **SECTION 34. ORS 90.415 is repealed.**

27 **SECTION 35. ORS 90.425 is amended to read:**

28 90.425. (1) As used in this section:

29 (a) "Current market value" means the amount in cash, as determined by the county assessor,
 30 that could reasonably be expected to be paid for a manufactured dwelling or floating home by an
 31 informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction
 32 occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the
 33 county assessor.

34 (b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may
 35 throw away the property or may give it without consideration to a nonprofit organization or to a
 36 person unrelated to the landlord. The landlord may not retain the property for personal use or
 37 benefit.

38 (c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or
 39 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
 40 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
 41 a facility.

42 (d) "Lienholder" means any lienholder of an abandoned recreational vehicle, manufactured
 43 dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

44 (e) "Of record" means:

45 (A) For a recreational vehicle that is not a manufactured structure as defined in ORS 446.561,

1 that a security interest has been properly recorded with the Department of Transportation pursuant
 2 to ORS 802.200 (1)(a)(A) and 803.097.

3 (B) For a manufactured dwelling or recreational vehicle that is a manufactured structure as
 4 defined in ORS 446.561, that a security interest has been properly recorded for the manufactured
 5 dwelling or recreational vehicle in the records of the Department of Consumer and Business Ser-
 6 vices pursuant to ORS 446.611 or on a certificate of title issued by the Department of Transportation
 7 prior to May 1, 2005.

8 (C) For a floating home, that a security interest has been properly recorded with the State
 9 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board
 10 pursuant to ORS 830.715.

11 (f) "Owner" means any owner of an abandoned recreational vehicle, manufactured dwelling or
 12 floating home, if different from the tenant and either of record or actually known to the landlord.

13 (g) "Personal property" means goods, vehicles and recreational vehicles and includes manufac-
 14 tured dwellings and floating homes not located in a facility. "Personal property" does not include
 15 manufactured dwellings and floating homes located in a facility and therefore subject to being
 16 stored, sold or disposed of as provided under ORS 90.675.

17 (2) A landlord may not store, sell or dispose of abandoned personal property except as provided
 18 by this section. This section governs the rights and obligations of landlords, tenants and any
 19 lienholders or owners in any personal property abandoned or left upon the premises by the tenant
 20 or any lienholder or owner in the following circumstances:

21 (a) The tenancy has ended by termination or expiration of a rental agreement or by
 22 relinquishment or abandonment of the premises and the landlord reasonably believes under all the
 23 circumstances that the tenant has left the personal property upon the premises with no intention
 24 of asserting any further claim to the premises or to the personal property;

25 (b) The tenant has been absent from the premises continuously for seven days after termination
 26 of a tenancy by a court order that has not been executed; or

27 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
 28 suant to ORS 105.161.

29 (3) Prior to selling or disposing of the tenant's personal property under this section, the landlord
 30 must give a written notice to the tenant that must be:

31 (a) Personally delivered to the tenant; or

32 (b) Sent by first class mail addressed and mailed to the tenant at:

33 (A) The premises;

34 (B) Any post-office box held by the tenant and actually known to the landlord; and

35 (C) The most recent forwarding address if provided by the tenant or actually known to the
 36 landlord.

37 (4)(a) In addition to the notice required by subsection (3) of this section, in the case of an
 38 abandoned recreational vehicle, manufactured dwelling or floating home, a landlord shall also give
 39 a copy of the notice described in subsection (3) of this section to:

40 (A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

41 (B) Any owner of the recreational vehicle, manufactured dwelling or floating home;

42 (C) The tax collector of the county where the manufactured dwelling or floating home is located;
 43 and

44 (D) The assessor of the county where the manufactured dwelling or floating home is located.

45 (b) The landlord shall give the notice copy required by this subsection by personal delivery or

1 first class mail, except that for any lienholder, mail service must be both by first class mail and by
 2 certified mail with return receipt requested.

3 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each
 4 lienholder at each address:

5 (A) Actually known to the landlord;

6 (B) Of record; and

7 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal
 8 property subject to the lien and that was sent to the landlord by certified mail with return receipt
 9 requested within the preceding five years. The notice must identify the personal property by de-
 10 scribing the physical address of the property.

11 (5) The notice required under subsection (3) of this section must state that:

12 (a) The personal property left upon the premises is considered abandoned;

13 (b) The tenant or any lienholder or owner must contact the landlord by a specified date, as
 14 provided in subsection (6) of this section, to arrange for the removal of the abandoned personal
 15 property;

16 (c) The personal property is stored at a place of safekeeping, except that if the property includes
 17 a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;

18 (d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section,
 19 may arrange for removal of the personal property by contacting the landlord at a described tele-
 20 phone number or address on or before the specified date;

21 (e) The landlord shall make the personal property available for removal by the tenant or any
 22 lienholder or owner, except as provided by subsection (18) of this section, by appointment at rea-
 23 sonable times;

24 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)
 25 of this section, the landlord may require payment of removal and storage charges, as provided by
 26 subsection (7)(d) of this section, prior to releasing the personal property to the tenant or any
 27 lienholder or owner;

28 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this
 29 section, the landlord may not require payment of storage charges prior to releasing the personal
 30 property;

31 (h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date,
 32 or after that contact, fails to remove the personal property within 30 days for recreational vehicles,
 33 manufactured dwellings and floating homes or 15 days for all other personal property, the landlord
 34 may sell or dispose of the personal property. If the landlord reasonably believes that the personal
 35 property will be eligible for disposal pursuant to subsection (10)(b) of this section and the landlord
 36 intends to dispose of the property if the property is not claimed, the notice shall state that belief
 37 and intent; and

38 (i) If the personal property includes a recreational vehicle, manufactured dwelling or floating
 39 home and if applicable, there is a lienholder or owner that has a right to claim the recreational
 40 vehicle, dwelling or home, except as provided by subsection (18) of this section.

41 (6) For purposes of subsection (5) of this section, the specified date by which a tenant, lienholder
 42 or owner must contact a landlord to arrange for the disposition of abandoned personal property is:

43 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
 44 45 days after personal delivery or mailing of the notice; or

45 (b) For all other abandoned personal property, not less than five days after personal delivery

1 or eight days after mailing of the notice.

2 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:

3 (a) Shall store any abandoned manufactured dwelling or floating home on the rented space and
4 shall exercise reasonable care for the dwelling or home;

5 (b) Shall store all other abandoned personal property of the tenant, including goods left inside
6 a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside
7 a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable
8 care for the personal property, except that the landlord may:

9 (A) Promptly dispose of rotting food; and

10 (B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal
11 control agency will not remove the abandoned pets or livestock, the landlord shall exercise reason-
12 able care for the animals given all the circumstances, including the type and condition of the ani-
13 mals, and may give the animals to an agency that is willing and able to care for the animals, such
14 as a humane society or similar organization;

15 (c) Except for manufactured dwellings and floating homes, may store the abandoned personal
16 property at the dwelling unit, move and store it elsewhere on the premises or move and store it at
17 a commercial storage company or other place of safekeeping; and

18 (d) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
19 posal, including any cost of removal to a place of storage. In the case of an abandoned manufactured
20 dwelling or floating home, the storage charge may be no greater than the monthly space rent last
21 payable by the tenant.

22 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
23 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
24 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
25 sonal property from the premises or from the place of safekeeping, the landlord must make that
26 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
27 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling
28 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
29 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
30 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
31 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
32 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
33 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to [ORS
34 90.415] **section 31 or 32 of this 2007 Act.**

35 (9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or
36 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the
37 time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the per-
38 sonal property within the time required by subsection (8) of this section or by any date agreed to
39 with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is con-
40 clusively presumed to be abandoned. The tenant and any lienholder or owner that have been given
41 notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution
42 of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest
43 to the personal property and may not claim or sell the property.

44 (10) If the personal property is presumed to be abandoned under subsection (9) of this section,
45 the landlord then may:

1 (a) Sell the personal property at a public or private sale, provided that prior to the sale of a
 2 recreational vehicle, manufactured dwelling or floating home:

3 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
 4 ing with the requirements of the appropriate state agency; and

5 (B) The landlord shall:

6 (i) Place a notice in a newspaper of general circulation in the county in which the recreational
 7 vehicle, manufactured dwelling or floating home is located. The notice shall state:

8 (I) That the recreational vehicle, manufactured dwelling or floating home is abandoned;

9 (II) The tenant's and owner's name, if of record or actually known to the landlord;

10 (III) The address and any space number where the recreational vehicle, manufactured dwelling
 11 or floating home is located, and any plate, registration or other identification number for a recre-
 12 ational vehicle or floating home noted on the certificate of title, if actually known to the landlord;

13 (IV) Whether the sale is by private bidding or public auction;

14 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
 15 accepted; and

16 (VI) The name and telephone number of the person to contact to inspect the recreational vehi-
 17 cle, manufactured dwelling or floating home;

18 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
 19 subparagraph (i) of this subparagraph to the tenant and to any lienholder and owner, by personal
 20 delivery or first class mail, except that for any lienholder, mail service must be by first class mail
 21 with certificate of mailing;

22 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
 23 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
 24 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
 25 and

26 (iv) Obtain written proof from the county that all property taxes and assessments on the manu-
 27 factured dwelling or floating home have been paid or, if not paid, that the county has authorized the
 28 sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;

29 (b) Destroy or otherwise dispose of the personal property if the landlord determines that:

30 (A) For a manufactured dwelling or floating home, the current market value of the property is
 31 \$8,000 or less as determined by the county assessor; or

32 (B) For all other personal property, the reasonable current fair market value is \$500 or less or
 33 so low that the cost of storage and conducting a public sale probably exceeds the amount that would
 34 be realized from the sale; or

35 (c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or
 36 otherwise dispose of the remaining personal property.

37 (11)(a) A public or private sale authorized by this section must:

38 (A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consistent
 39 with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the
 40 method, manner, time, place and terms must be commercially reasonable; or

41 (B) For all other personal property, be conducted under the provisions of ORS 79.0610.

42 (b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal
 43 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
 44 lord shall destroy or otherwise dispose of the personal property.

45 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the

1 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition
 2 of the dwelling or home to:

3 (a) A buyer of the dwelling or home at a sale pursuant to subsection (10)(a) of this section, with
 4 or without consideration; or

5 (b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursu-
 6 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.

7 (13)(a) The landlord may deduct from the proceeds of the sale:

8 (A) The reasonable or actual cost of notice, storage and sale; and

9 (B) Unpaid rent.

10 (b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts
 11 listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to
 12 the county tax collector to the extent of any unpaid property taxes and assessments owed on the
 13 dwelling or home.

14 (c) If the sale was of a recreational vehicle, manufactured dwelling or floating home, after de-
 15 ducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord
 16 shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance
 17 owed on the lien on the recreational vehicle, dwelling or home.

18 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
 19 cable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together with
 20 an itemized accounting.

21 (e) If the tenant or owner cannot after due diligence be found, the landlord shall deposit the
 22 remaining proceeds with the county treasurer of the county in which the sale occurred. If not
 23 claimed within three years, the deposited proceeds revert to the general fund of the county and are
 24 available for general purposes.

25 (14) The county tax collector shall cancel all unpaid property taxes and assessments owed on
 26 a manufactured dwelling or floating home, as provided under ORS 311.790, only under one of the
 27 following circumstances:

28 (a) The landlord disposes of the manufactured dwelling or floating home after a determination
 29 described in subsection (10)(b) of this section.

30 (b) There is no buyer of the manufactured dwelling or floating home at a sale described under
 31 subsection (11) of this section.

32 (c)(A) There is a buyer of the manufactured dwelling or floating home at a sale described under
 33 subsection (11) of this section;

34 (B) The current market value of the manufactured dwelling or floating home is \$8,000 or less;
 35 and

36 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
 37 owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13) of this
 38 section.

39 (d)(A) The landlord buys the manufactured dwelling or floating home at a sale described under
 40 subsection (11) of this section;

41 (B) The current market value of the manufactured dwelling or floating home is more than \$8,000;

42 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
 43 owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to
 44 subsection (13) of this section; and

45 (D) The landlord disposes of the manufactured dwelling or floating home.

1 (15) The landlord is not responsible for any loss to the tenant, lienholder or owner resulting
 2 from storage of personal property in compliance with this section unless the loss was caused by the
 3 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the
 4 landlord is liable for twice the actual damages sustained by the tenant, lienholder or owner.

5 (16) Complete compliance in good faith with this section shall constitute a complete defense in
 6 any action brought by a tenant, lienholder or owner against a landlord for loss or damage to such
 7 personal property disposed of pursuant to this section.

8 (17) If a landlord does not comply with this section:

9 (a) The tenant is relieved of any liability for damage to the premises caused by conduct that
 10 was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the
 11 landlord up to twice the actual damages sustained by the tenant;

12 (b) A lienholder or owner aggrieved by the noncompliance may recover from the landlord the
 13 actual damages sustained by the lienholder or owner. ORS 90.255 does not authorize an award of
 14 attorney fees to the prevailing party in any action arising under this paragraph; and

15 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the
 16 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the
 17 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to
 18 the prevailing party in any action arising under this paragraph.

19 (18) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home,
 20 the provisions of this section regarding the rights and responsibilities of a tenant to the abandoned
 21 vehicle, dwelling or home also apply to any lienholder except that the lienholder may not sell or
 22 remove the vehicle, dwelling or home unless:

23 (a) The lienholder has foreclosed its lien on the recreational vehicle, manufactured dwelling or
 24 floating home;

25 (b) The tenant or a personal representative or designated person described in subsection (20)
 26 of this section has waived all rights under this section pursuant to subsection (25) of this section;
 27 or

28 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
 29 pired.

30 (19)(a) In the case of an abandoned manufactured dwelling or floating home but not including
 31 a dwelling or home abandoned following a termination pursuant to ORS 90.429 and except as pro-
 32 vided by subsection (20)(d) and (e) of this section, if a lienholder makes a timely response to a notice
 33 of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests,
 34 a landlord shall enter into a written storage agreement with the lienholder providing that the
 35 dwelling or home may not be sold or disposed of by the landlord for up to 12 months. A storage
 36 agreement entitles the lienholder to store the personal property on the previously rented space
 37 during the term of the agreement, but does not entitle anyone to occupy the personal property.

38 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant, owner
 39 or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee
 40 to remove or sell the dwelling or home within the allotted time.

41 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 42 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 43 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 44 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 45 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord

1 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 2 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 3 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 4 to the landlord within the 60-day period.

5 (d) The storage agreement may require, in addition to other provisions agreed to by the landlord
 6 and the lienholder, that:

7 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-
 8 section (7)(d) of this section, accruing from the commencement of the 45-day period described in
 9 subsection (6) of this section. A storage charge may include a utility or service charge, as described
 10 in ORS 90.532, if limited to charges for electricity, water, sewer service and natural gas and if in-
 11 cidental to the storage of personal property. A storage charge may not be due more frequently than
 12 monthly;

13 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
 14 quired in the agreement, if the amount of the late charge is no greater than for late charges de-
 15 scribed in the rental agreement between the landlord and the tenant; and

16 (C) The lienholder maintain the personal property and the space on which the personal property
 17 is stored in a manner consistent with the rights and obligations described in the rental agreement
 18 between the landlord and the tenant.

19 (e) During the term of an agreement described under this subsection, the lienholder has the right
 20 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
 21 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a
 22 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the
 23 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions
 24 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on
 25 the rented space and become a tenant. The landlord also may condition approval for occupancy of
 26 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

27 (f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement
 28 by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the
 29 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the
 30 notice period, the agreement terminates as provided and the landlord may sell or dispose of the
 31 dwelling or home without further notice to the lienholder.

32 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph
 33 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the
 34 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the
 35 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder
 36 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder
 37 corrects the violation within the notice period, the agreement terminates as provided and the land-
 38 lord may sell or dispose of the property without further notice to the lienholder.

39 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written
 40 notice to the landlord and may remove the property from the rented space if the lienholder has paid
 41 all storage charges and other charges as provided in the agreement.

42 (g) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-
 43 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder
 44 has sold or removed the manufactured dwelling or floating home, the landlord may sell or dispose
 45 of the property pursuant to this section without further notice to the lienholder.

1 (20) If the personal property consists of an abandoned manufactured dwelling or floating home
 2 and is considered abandoned as a result of the death of a tenant who was the only tenant and who
 3 owned the dwelling or home, this section applies, except as follows:

4 (a) Any personal representative named in a will or appointed by a court to act for the deceased
 5 tenant or any person designated in writing by the tenant to be contacted by the landlord in the
 6 event of the tenant's death has the same rights and responsibilities regarding the abandoned dwell-
 7 ing or home as a tenant.

8 (b) The notice required by subsection (3) of this section must be:

9 (A) Sent by first class mail to the deceased tenant at the premises; and

10 (B) Personally delivered or sent by first class mail to any personal representative or designated
 11 person if actually known to the landlord.

12 (c) The notice described in subsection (5) of this section must refer to any personal represen-
 13 tative or designated person, instead of the deceased tenant, and must incorporate the provisions of
 14 this subsection.

15 (d) If a personal representative, designated person or other person entitled to possession of the
 16 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period
 17 provided by subsection (6) of this section and so requests, the landlord shall enter into a written
 18 storage agreement with the representative or person providing that the dwelling or home may not
 19 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-
 20 ceedings, whichever is later. A storage agreement entitles the representative or person to store the
 21 personal property on the previously rented space during the term of the agreement, but does not
 22 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may
 23 not enter a similar agreement with a lienholder pursuant to subsection (19) of this section until the
 24 agreement with the personal representative or designated person ends.

25 (e) If a personal representative or other person requests that a landlord enter into a storage
 26 agreement, subsection (19)(c), (d) and (f)(C) of this section applies, with the representative or person
 27 having the rights and responsibilities of a lienholder with regard to the storage agreement.

28 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
 29 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
 30 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
 31 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
 32 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,
 33 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
 34 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
 35 or home on the rented space and become a tenant. The landlord also may condition approval for
 36 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
 37 storage charges and maintenance costs.

38 (g) If the representative or person violates the storage agreement, the landlord may terminate
 39 the agreement by giving at least 30 days' written notice to the representative or person stating facts
 40 sufficient to notify the representative or person of the reason for the termination. Unless the rep-
 41 resentative or person corrects the violation within the notice period, the agreement terminates as
 42 provided and the landlord may sell or dispose of the dwelling or home without further notice to the
 43 representative or person.

44 (h) Upon the failure of a representative or person to enter into a storage agreement as provided
 45 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the

1 representative or person has sold or removed the manufactured dwelling or floating home, the
2 landlord may sell or dispose of the property pursuant to this section without further notice to the
3 representative or person.

4 (21) If a governmental agency determines that the condition of a manufactured dwelling, floating
5 home or recreational vehicle abandoned under this section constitutes an extreme health or safety
6 hazard under state or local law and the agency determines that the hazard endangers others in the
7 immediate vicinity and requires quick removal of the property, the landlord may sell or dispose of
8 the property pursuant to this subsection. The landlord shall comply with all provisions of this sec-
9 tion, except as follows:

10 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, owner,
11 personal representative or designated person must contact a landlord to arrange for the disposition
12 of the property must be not less than 15 days after personal delivery or mailing of the notice re-
13 quired by subsection (3) of this section.

14 (b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder,
15 owner, personal representative or designated person must remove the property must be not less than
16 seven days after the tenant, lienholder, owner, personal representative or designated person contacts
17 the landlord.

18 (c) The notice required by subsection (3) of this section must be as provided in subsection (5)
19 of this section, except that:

20 (A) The dates and deadlines in the notice for contacting the landlord and removing the property
21 must be consistent with this subsection;

22 (B) The notice must state that a governmental agency has determined that the property consti-
23 tutes an extreme health or safety hazard and must be removed quickly; and

24 (C) The landlord shall attach a copy of the agency's determination to the notice.

25 (d) If the tenant, a lienholder, owner, personal representative or designated person does not re-
26 move the property within the time allowed, the landlord or a buyer at a sale by the landlord under
27 subsection (11) of this section shall promptly remove the property from the facility.

28 (e) A landlord is not required to enter into a storage agreement with a lienholder, owner, per-
29 sonal representative or designated person pursuant to subsection (19) of this section.

30 (22)(a) If an official or agency referred to in ORS 453.876 notifies the landlord that the official
31 or agency has determined that all or part of the premises is unfit for use as a result of the presence
32 of an illegal drug manufacturing site involving methamphetamine, and the landlord complies with
33 this subsection, the landlord is not required to comply with subsections (1) to (21) and (23) to (26)
34 of this section with regard to personal property left on the portion of the premises that the official
35 or agency has determined to be unfit for use.

36 (b) Upon receiving notice from an official or agency determining the premises to be unfit for use,
37 the landlord shall promptly give written notice to the tenant as provided in subsection (3) of this
38 section. The landlord shall also attach a copy of the notice in a secure manner to the main entrance
39 of the dwelling unit. The notice to the tenant shall include a copy of the official's or agency's notice
40 and state:

41 (A) That the premises, or a portion of the premises, has been determined by an official or agency
42 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a
43 result subsections (1) to (21) and (23) to (26) of this section do not apply to personal property left
44 on any portion of the premises determined to be unfit for use;

45 (B) That the landlord has hired, or will hire, a contractor to assess the level of contamination

1 of the site and to decontaminate the site;

2 (C) That upon hiring the contractor, the landlord will provide to the tenant the name, address
3 and telephone number of the contractor; and

4 (D) That the tenant may contact the contractor to determine whether any of the tenant’s per-
5 sonal property may be removed from the premises or may be decontaminated at the tenant’s expense
6 and then removed.

7 (c) To the extent consistent with rules of the Department of Human Services, the contractor
8 may release personal property to the tenant.

9 (d) If the contractor and the department determine that the premises or the tenant’s personal
10 property is not unfit for use, upon notification by the department of the determination, the landlord
11 shall comply with subsections (1) to (21) and (23) to (26) of this section for any personal property left
12 on the premises.

13 (e) Except as provided in paragraph (d) of this subsection, the landlord is not responsible for
14 storing or returning any personal property left on the portion of the premises that is unfit for use.

15 (23) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home
16 that is owned by someone other than the tenant, the provisions of this section regarding the rights
17 and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that owner,
18 with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside the
19 vehicle, dwelling or home.

20 (24) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 and
21 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord
22 as an alternative to the procedures required in this section.

23 (25)(a) A landlord may sell or dispose of a tenant’s abandoned personal property without com-
24 plying with subsections (1) to (24) and (26) of this section if, after termination of the tenancy or no
25 more than seven days prior to the termination of the tenancy, the following parties so agree in a
26 writing entered into in good faith:

27 (A) The landlord;

28 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
29 tenant, the personal representative, designated person or other person entitled to possession of the
30 personal property, such as an heir or devisee, as described in subsection (20) of this section; and

31 (C) In the case of a manufactured dwelling, floating home or recreational vehicle, any owner and
32 any lienholder.

33 (b) A landlord may not, as part of a rental agreement, require a tenant, a personal represen-
34 tative, a designated person or any lienholder or owner to waive any right provided by this section.

35 (26) Until personal property is conclusively presumed to be abandoned under subsection (9) of
36 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
37 erty.

38 **SECTION 36.** ORS 90.630 is amended to read:

39 90.630. (1) Except as provided in subsection (4) of this section, the landlord may terminate a
40 rental agreement that is a month-to-month or fixed term tenancy for space for a manufactured
41 dwelling or floating home by giving to the tenant not less than 30 days’ notice in writing before the
42 date designated in the notice for termination if the tenant:

43 (a) Violates a law or ordinance related to the tenant’s conduct as a tenant, including but not
44 limited to a material noncompliance with ORS 90.740;

45 (b) Violates a rule or rental agreement provision related to the tenant’s conduct as a tenant and

1 imposed as a condition of occupancy, including but not limited to a material noncompliance with a
 2 rental agreement regarding a program of recovery in drug and alcohol free housing; *[or]*

3 **(c) Is determined to be a predatory sex offender under ORS 181.586; or**

4 *[(c)] (d) Fails to pay a:*

5 (A) Late charge pursuant to ORS 90.260;

6 (B) Fee pursuant to ORS 90.302; or

7 (C) Utility or service charge pursuant to ORS 90.534 or 90.536.

8 (2) A violation making a tenant subject to termination under subsection (1) of this section in-
 9 cludes a tenant’s failure to maintain the space as required by law, ordinance, rental agreement or
 10 rule, but does not include the physical condition of the dwelling or home. Termination of a rental
 11 agreement based upon the physical condition of a dwelling or home shall only be as provided in ORS
 12 90.632.

13 (3) The notice required by subsection (1) of this section shall state facts sufficient to notify the
 14 tenant of the reasons for termination of the tenancy and state that the tenant may avoid termination
 15 by correcting the violation as provided in subsection (4) of this section.

16 (4) The tenant may avoid termination of the tenancy by correcting the violation within the
 17 30-day period specified in subsection (1) of this section. However, if substantially the same act or
 18 omission that constituted a prior violation of which notice was given recurs within six months after
 19 the date of the notice, the landlord may terminate the tenancy upon at least 20 days’ written notice
 20 specifying the violation and the date of termination of the tenancy.

21 **(5) Notwithstanding subsection (3) or (4) of this section, a tenant who is given a notice**
 22 **of termination under subsection (1)(c) of this section does not have a right to correct the**
 23 **violation. A notice given to a tenant under subsection (1)(c) of this section must state that**
 24 **the tenant does not have a right to avoid the termination.**

25 *[(5) The landlord of a facility may terminate a rental agreement that is a month-to-month or fixed*
 26 *term tenancy for a facility space if the facility or a portion of it that includes the space is to be closed*
 27 *and the land or leasehold converted to a different use, which is not required by the exercise of eminent*
 28 *domain or by order of state or local agencies, by:]*

29 *[(a) Not less than 365 days’ notice in writing before the date designated in the notice for termi-*
 30 *nation; or]*

31 *[(b) Not less than 180 days’ notice in writing before the date designated in the notice for termi-*
 32 *nation, if the landlord finds space acceptable to the tenant to which the tenant can move the manufac-*
 33 *tured dwelling or floating home and the landlord pays the cost of moving and set-up expenses or \$3,500,*
 34 *whichever is less.]*

35 *[(6) The landlord may:]*

36 *[(a) Provide greater financial incentive to encourage the tenant to accept an earlier termination date*
 37 *than that provided in subsection (5) of this section; or]*

38 *[(b) Contract with the tenant for a mutually acceptable arrangement to assist the tenant’s move.]*

39 *[(7) The Housing and Community Services Department shall adopt rules to implement the pro-*
 40 *visions of subsection (5) of this section.]*

41 *[(8)(a) A landlord may not increase the rent for the purpose of offsetting the payments required*
 42 *under this section.]*

43 *[(b) There shall be no increase in the rent after a notice of termination is given pursuant to this*
 44 *section.]*

45 *[(9)] (6) This section does not limit a landlord’s right to terminate a tenancy for nonpayment of*

1 rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by com-
 2 plying with ORS 105.105 to 105.168.

3 [(10)] (7) A tenancy terminates on the date designated in the notice and without regard to the
 4 expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Un-
 5 less otherwise agreed, rent is uniformly apportionable from day to day.

6 [(11) *Nothing in subsection (5) of this section shall prevent a landlord from relocating a floating*
 7 *home to another comparable space in the same facility or another facility owned by the same owner in*
 8 *the same city if the landlord desires or is required to make repairs, to remodel or to modify the tenant's*
 9 *original space.*]

10 [(12)(a)] (8) Notwithstanding any other provision of this section or ORS [90.392,] 90.394, 90.396
 11 or 90.398, the landlord may terminate the rental agreement for space for a manufactured dwelling
 12 or floating home because of repeated late payment of rent by giving the tenant not less than 30 days'
 13 notice in writing before the date designated in that notice for termination and may take possession
 14 as provided in ORS 105.105 to 105.168 if:

15 [(A)] (a) The tenant has not paid the monthly rent prior to the eighth day of the rental period
 16 as described in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS 90.394
 17 (2)(b) in at least three of the preceding 12 months and the landlord has given the tenant a notice for
 18 nonpayment of rent pursuant to ORS 90.394 (2) during each of those three instances of nonpayment;

19 [(B)] (b) The landlord warns the tenant of the risk of a 30-day notice for termination with no
 20 right to correct the cause, upon the occurrence of a third notice for nonpayment of rent within a
 21 12-month period. The warning must be contained in at least two notices for nonpayment of rent that
 22 precede the third notice within a 12-month period or in separate written notices that are given
 23 concurrent with, or a reasonable time after, each of the two notices for nonpayment of rent; and

24 [(C)] (c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause
 25 for termination of the tenancy and is given to the tenant concurrent with or after the third or a
 26 subsequent notice for nonpayment of rent.

27 [(b)] (9) Notwithstanding subsection [(2)] (4) of this section, a tenant who receives a 30-day no-
 28 tice of termination pursuant to [this] subsection (8) of this section does not have a right to correct
 29 the cause for the notice.

30 [(c)] (10) The landlord may give a copy of the notice required by [paragraph (a) of this] sub-
 31 section (8) of this section to any lienholder of the manufactured dwelling or floating home by first
 32 class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A
 33 landlord is not liable to a tenant for any damages incurred by the tenant as a result of the landlord
 34 giving a copy of the notice in good faith to a lienholder. A lienholder's rights and obligations re-
 35 garding an abandoned manufactured dwelling or floating home shall be as provided under ORS
 36 90.675.

37 **SECTION 37.** ORS 90.632 is amended to read:

38 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
 39 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
 40 physical condition of the manufactured dwelling or floating home, only by complying with this sec-
 41 tion and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

42 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider
 43 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original
 44 construction material of the dwelling or home or because the dwelling or home was built prior to
 45 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42

1 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance
 2 with the state building code as defined in ORS 455.010.

3 (3) Except as provided in subsection (5) of this section, if the tenant’s dwelling or home is in
 4 disrepair or is deteriorated, a landlord may terminate a rental agreement and require the removal
 5 of a dwelling or home by giving to the tenant not less than 30 days’ written notice before the date
 6 designated in the notice for termination.

7 (4) The notice required by subsection (3) of this section must:

8 (a) State facts sufficient to notify the tenant of the causes or reasons for termination of the
 9 tenancy and removal of the dwelling or home;

10 (b) State that the tenant can avoid termination and removal by correcting the cause for termi-
 11 nation and removal within the notice period;

12 (c) Describe what is required to correct the cause for termination;

13 (d) Describe the tenant’s right to give the landlord a written notice of correction, where to give
 14 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all
 15 as provided by subsection (6) of this section; and

16 (e) Describe the tenant’s right to have the termination and correction period extended as pro-
 17 vided by subsection (7) of this section.

18 (5) The tenant may avoid termination of the tenancy by correcting the cause within the period
 19 specified. However, if substantially the same condition that constituted a prior cause for termination
 20 of which notice was given recurs within 12 months after the date of the notice, the landlord may
 21 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days’
 22 written notice specifying the violation and the date of termination of the tenancy.

23 (6) During the termination notice or extension period, the tenant may give the landlord written
 24 notice that the tenant has corrected the cause for termination. Within a reasonable time after the
 25 tenant’s notice of correction, the landlord shall respond to the tenant in writing, stating whether the
 26 landlord agrees that the cause has been corrected. If the tenant’s notice of correction is given at
 27 least 14 days prior to the end of the termination notice or extension period, failure by the landlord
 28 to respond as required by this subsection is a defense to a termination based upon the landlord’s
 29 notice for termination.

30 (7) Except when the disrepair or deterioration creates a risk of imminent and serious harm to
 31 other dwellings, homes or persons within the facility, the 30-day period provided for the tenant to
 32 correct the cause for termination and removal shall be extended by at least:

33 (a) An additional 60 days if:

34 (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar
 35 work and the weather prevents that work during a substantial portion of the 30-day period; or

36 (B) The nature or extent of the correction work is such that it cannot reasonably be completed
 37 within 30 days because of factors such as the amount of work necessary, the type and complexity
 38 of the work and the availability of necessary repair persons; or

39 (b) An additional six months if the disrepair or deterioration has existed for more than the
 40 preceding 12 months with the landlord’s knowledge or acceptance as described in [ORS 90.415 (1)]
 41 **section 31 of this 2007 Act.**

42 (8) In order to have the period for correction extended as provided in subsection (7) of this
 43 section, a tenant must give the landlord written notice describing the necessity for an extension in
 44 order to complete the correction work. The notice must be given a reasonable amount of time prior
 45 to the end of the notice for termination period.

1 (9) A tenancy terminates on the date designated in the notice and without regard to the expi-
 2 ration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless
 3 otherwise agreed, rent is uniformly apportionable from day to day.

4 (10) This section does not limit a landlord’s right to terminate a tenancy for nonpayment of rent
 5 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying
 6 with ORS 105.105 to 105.168.

7 (11) A landlord may give a copy of the notice for termination required by this section to any
 8 lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other
 9 method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages in-
 10 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a
 11 lienholder.

12 (12) When a tenant has been given a notice for termination pursuant to this section and has
 13 subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have
 14 the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,
 15 within the 90-day period provided by ORS 90.675 (19) notwithstanding the expiration of the notice
 16 period provided by this section for the tenant to correct the cause.

17 **SECTION 38.** ORS 90.675 is amended to read:

18 90.675. (1) As used in this section:

19 (a) “Current market value” means the amount in cash, as determined by the county assessor,
 20 that could reasonably be expected to be paid for personal property by an informed buyer to an in-
 21 formed seller, each acting without compulsion in an arm’s-length transaction occurring on the as-
 22 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

23 (b) “Dispose of the personal property” means that, if reasonably appropriate, the landlord may
 24 throw away the property or may give it without consideration to a nonprofit organization or to a
 25 person unrelated to the landlord. The landlord may not retain the property for personal use or
 26 benefit.

27 (c) “Lienholder” means any lienholder of abandoned personal property, if the lien is of record
 28 or the lienholder is actually known to the landlord.

29 (d) “Of record” means:

30 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-
 31 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-
 32 tificate of title issued by the Department of Transportation prior to May 1, 2005.

33 (B) For a floating home, that a security interest has been properly recorded with the State
 34 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board
 35 pursuant to ORS 830.715.

36 (e) “Personal property” means only a manufactured dwelling or floating home located in a fa-
 37 cility and subject to ORS 90.505 to 90.840. “Personal property” does not include goods left inside a
 38 manufactured dwelling or floating home or left upon a rented space and subject to disposition under
 39 ORS 90.425.

40 (2) A landlord may not store, sell or dispose of abandoned personal property except as provided
 41 by this section. This section governs the rights and obligations of landlords, tenants and any
 42 lienholders in any personal property abandoned or left upon the premises by the tenant or any
 43 lienholder in the following circumstances:

44 (a) The tenancy has ended by termination or expiration of a rental agreement or by
 45 relinquishment or abandonment of the premises and the landlord reasonably believes under all the

1 circumstances that the tenant has left the personal property upon the premises with no intention
 2 of asserting any further claim to the premises or to the personal property;

3 (b) The tenant has been absent from the premises continuously for seven days after termination
 4 of a tenancy by a court order that has not been executed; or

5 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
 6 suant to ORS 105.161.

7 (3) Prior to selling or disposing of the tenant's personal property under this section, the landlord
 8 must give a written notice to the tenant that must be:

9 (a) Personally delivered to the tenant; or

10 (b) Sent by first class mail addressed and mailed to the tenant at:

11 (A) The premises;

12 (B) Any post-office box held by the tenant and actually known to the landlord; and

13 (C) The most recent forwarding address if provided by the tenant or actually known to the
 14 landlord.

15 (4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section
 16 to:

17 (A) Any lienholder of the personal property;

18 (B) The tax collector of the county where the personal property is located; and

19 (C) The assessor of the county where the personal property is located.

20 (b) The landlord shall give the notice copy required by this subsection by personal delivery or
 21 first class mail, except that for any lienholder, mail service must be both by first class mail and by
 22 certified mail with return receipt requested.

23 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each
 24 lienholder at each address:

25 (A) Actually known to the landlord;

26 (B) Of record; and

27 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal
 28 property subject to the lien and that was sent to the landlord by certified mail with return receipt
 29 requested within the preceding five years. The notice must identify the personal property by de-
 30 scribing the physical address of the property.

31 (5) The notice required under subsection (3) of this section must state that:

32 (a) The personal property left upon the premises is considered abandoned;

33 (b) The tenant or any lienholder must contact the landlord by a specified date, as provided in
 34 subsection (6) of this section, to arrange for the removal of the abandoned personal property;

35 (c) The personal property is stored on the rented space;

36 (d) The tenant or any lienholder, except as provided by subsection (18) of this section, may ar-
 37 range for removal of the personal property by contacting the landlord at a described telephone
 38 number or address on or before the specified date;

39 (e) The landlord shall make the personal property available for removal by the tenant or any
 40 lienholder, except as provided by subsection (18) of this section, by appointment at reasonable times;

41 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)
 42 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)
 43 of this section, prior to releasing the personal property to the tenant or any lienholder;

44 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this
 45 section, the landlord may not require payment of storage charges prior to releasing the personal

1 property;

2 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to
 3 remove the personal property within 30 days after that contact, the landlord may sell or dispose of
 4 the personal property. If the landlord reasonably believes the county assessor will determine that
 5 the current market value of the personal property is \$8,000 or less, and the landlord intends to
 6 dispose of the property if the property is not claimed, the notice shall state that belief and intent;
 7 and

8 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as
 9 provided by subsection (18) of this section.

10 (6) For purposes of subsection (5) of this section, the specified date by which a tenant or
 11 lienholder must contact a landlord to arrange for the disposition of abandoned personal property
 12 must be not less than 45 days after personal delivery or mailing of the notice.

13 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:

14 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-
 15 ercise reasonable care for the personal property; and

16 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
 17 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

18 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of
 19 this section or otherwise, responds by actual notice to the landlord on or before the specified date
 20 in the landlord's notice that the tenant or lienholder intends to remove the personal property from
 21 the premises, the landlord must make that personal property available for removal by the tenant or
 22 lienholder by appointment at reasonable times during the 30 days following the date of the response,
 23 subject to subsection (18) of this section. If the personal property is considered to be abandoned
 24 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-
 25 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this
 26 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by
 27 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver
 28 pursuant to *[ORS 90.415]* **section 32 or 33 of this 2007 Act.**

29 (9) Except as provided in subsections (18) to (20) of this section, if the tenant or lienholder does
 30 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not
 31 remove the personal property within 30 days after responding to the landlord or by any date agreed
 32 to with the landlord, whichever is later, the personal property is conclusively presumed to be
 33 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)
 34 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-
 35 section (13) of this section, have no further right, title or interest to the personal property and may
 36 not claim or sell the property.

37 (10) If the personal property is presumed to be abandoned under subsection (9) of this section,
 38 the landlord then may:

39 (a) Sell the personal property at a public or private sale, provided that prior to the sale:

40 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
 41 ing with the requirements of the appropriate state agency; and

42 (B) The landlord shall:

43 (i) Place a notice in a newspaper of general circulation in the county in which the personal
 44 property is located. The notice shall state:

45 (I) That the personal property is abandoned;

- 1 (II) The tenant's name;
- 2 (III) The address and any space number where the personal property is located, and any plate,
- 3 registration or other identification number for a floating home noted on the title, if actually known
- 4 to the landlord;
- 5 (IV) Whether the sale is by private bidding or public auction;
- 6 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
- 7 accepted; and
- 8 (VI) The name and telephone number of the person to contact to inspect the personal property;
- 9 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
- 10 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or
- 11 first class mail, except that for any lienholder, mail service must be by first class mail with certif-
- 12 icate of mailing;
- 13 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
- 14 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
- 15 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
- 16 and
- 17 (iv) Obtain written proof from the county that all property taxes and assessments on the per-
- 18 sonal property have been paid or, if not paid, that the county has authorized the sale, with the sale
- 19 proceeds to be distributed pursuant to subsection (13) of this section; or
- 20 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the
- 21 county assessor that the current market value of the property is \$8,000 or less.
- 22 (11)(a) A public or private sale authorized by this section must be conducted consistent with the
- 23 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,
- 24 manner, time, place and terms must be commercially reasonable.
- 25 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal
- 26 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
- 27 lord shall destroy or otherwise dispose of the personal property.
- 28 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
- 29 condition of personal property, the landlord is not liable for the condition of the personal property
- 30 to:
- 31 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with
- 32 or without consideration; or
- 33 (b) A person or nonprofit organization to whom the landlord gives the personal property pursu-
- 34 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.
- 35 (13)(a) The landlord may deduct from the proceeds of the sale:
- 36 (A) The reasonable or actual cost of notice, storage and sale; and
- 37 (B) Unpaid rent.
- 38 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall
- 39 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-
- 40 erty taxes and assessments owed on the dwelling or home.
- 41 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,
- 42 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid
- 43 balance owed on the lien on the personal property.
- 44 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
- 45 cable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an item-

1 ized accounting.

2 (e) If the tenant cannot after due diligence be found, the landlord shall deposit the remaining
 3 proceeds with the county treasurer of the county in which the sale occurred. If not claimed within
 4 three years, the deposited proceeds revert to the general fund of the county and are available for
 5 general purposes.

6 (14) The county tax collector shall cancel all unpaid property taxes and assessments as provided
 7 under ORS 311.790 only under one of the following circumstances:

8 (a) The landlord disposes of the personal property after a determination described in subsection
 9 (10)(b) of this section.

10 (b) There is no buyer of the personal property at a sale described under subsection (11) of this
 11 section.

12 (c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this
 13 section;

14 (B) The current market value of the personal property is \$8,000 or less; and

15 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
 16 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this
 17 section.

18 (d)(A) The landlord buys the personal property at a sale described under subsection (11) of this
 19 section;

20 (B) The current market value of the personal property is more than \$8,000;

21 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
 22 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this
 23 section; and

24 (D) The landlord disposes of the personal property.

25 (15) The landlord is not responsible for any loss to the tenant or lienholder resulting from
 26 storage of personal property in compliance with this section unless the loss was caused by the
 27 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the
 28 landlord is liable for twice the actual damages sustained by the tenant or lienholder.

29 (16) Complete compliance in good faith with this section shall constitute a complete defense in
 30 any action brought by a tenant or lienholder against a landlord for loss or damage to such personal
 31 property disposed of pursuant to this section.

32 (17) If a landlord does not comply with this section:

33 (a) The tenant is relieved of any liability for damage to the premises caused by conduct that
 34 was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the
 35 landlord up to twice the actual damages sustained by the tenant;

36 (b) A lienholder aggrieved by the noncompliance may recover from the landlord the actual
 37 damages sustained by the lienholder. ORS 90.255 does not authorize an award of attorney fees to
 38 the prevailing party in any action arising under this paragraph; and

39 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the
 40 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the
 41 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to
 42 the prevailing party in any action arising under this paragraph.

43 (18) The provisions of this section regarding the rights and responsibilities of a tenant to the
 44 abandoned personal property also apply to any lienholder, except that the lienholder may not sell
 45 or remove the dwelling or home unless:

1 (a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

2 (b) The tenant or a personal representative or designated person described in subsection (20)
 3 of this section has waived all rights under this section pursuant to subsection (22) of this section;
 4 or

5 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
 6 pired.

7 (19)(a) Except as provided by subsection (20)(d) and (e) of this section, if a lienholder makes a
 8 timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of
 9 this section and so requests, a landlord shall enter into a written storage agreement with the
 10 lienholder providing that the personal property may not be sold or disposed of by the landlord for
 11 up to 12 months. A storage agreement entitles the lienholder to store the personal property on the
 12 previously rented space during the term of the agreement, but does not entitle anyone to occupy the
 13 personal property.

14 (b) The lienholder’s right to a storage agreement arises upon the failure of the tenant or, in the
 15 case of a deceased tenant, the personal representative, designated person, heir or devisee to remove
 16 or sell the dwelling or home within the allotted time.

17 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 18 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 19 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 20 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 21 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
 22 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 23 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 24 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 25 to the landlord within the 60-day period.

26 (d) The storage agreement may require, in addition to other provisions agreed to by the landlord
 27 and the lienholder, that:

28 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-
 29 subsection (7)(b) of this section, accruing from the commencement of the 45-day period described in
 30 subsection (6) of this section. A storage charge may include a utility or service charge, as described
 31 in ORS 90.532, if limited to charges for electricity, water, sewer service and natural gas and if in-
 32 cidental to the storage of personal property. A storage charge may not be due more frequently than
 33 monthly;

34 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
 35 quired in the agreement, if the amount of the late charge is no greater than for late charges imposed
 36 on facility tenants;

37 (C) The lienholder maintain the personal property and the space on which the personal property
 38 is stored in a manner consistent with the rights and obligations described in the rental agreement
 39 that the landlord currently provides to tenants as required by ORS 90.510 (4); and

40 (D) The lienholder repair any defects in the physical condition of the personal property that
 41 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-
 42 pairs are reasonably described in the storage agreement and, for homes that were first placed on
 43 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-
 44 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the
 45 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-

1 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving
 2 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of
 3 the reason for termination. Unless the lienholder corrects the violation within the notice period, the
 4 agreement terminates as provided and the landlord may sell or dispose of the property without fur-
 5 ther notice to the lienholder.

6 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge
 7 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no
 8 greater than the increase for other tenants and the landlord gives the lienholder written notice
 9 consistent with the requirements of ORS 90.600 (1).

10 (f) During the term of an agreement described under this subsection, the lienholder has the right
 11 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
 12 sale to a purchaser who wishes to leave the property on the rented space and become a tenant,
 13 subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any
 14 purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

15 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the
 16 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written
 17 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-
 18 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-
 19 nates as provided and the landlord may sell or dispose of the property without further notice to the
 20 lienholder.

21 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph
 22 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the
 23 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the
 24 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder
 25 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder
 26 corrects the violation within the notice period, the agreement terminates as provided and the land-
 27 lord may sell or dispose of the property without further notice to the lienholder.

28 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written
 29 notice to the landlord and may remove the property from the facility if the lienholder has paid all
 30 storage charges and other charges as provided in the agreement.

31 (h) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-
 32 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder
 33 has sold or removed the property, the landlord may sell or dispose of the property pursuant to this
 34 section without further notice to the lienholder.

35 (20) If the personal property is considered abandoned as a result of the death of a tenant who
 36 was the only tenant, this section applies, except as follows:

37 (a) The provisions of this section regarding the rights and responsibilities of a tenant to the
 38 abandoned personal property shall apply to any personal representative named in a will or appointed
 39 by a court to act for the deceased tenant or any person designated in writing by the tenant to be
 40 contacted by the landlord in the event of the tenant's death.

41 (b) The notice required by subsection (3) of this section must be:

42 (A) Sent by first class mail to the deceased tenant at the premises; and

43 (B) Personally delivered or sent by first class mail to any personal representative or designated
 44 person if actually known to the landlord.

45 (c) The notice described in subsection (5) of this section must refer to any personal represen-

1 tative or designated person, instead of the deceased tenant, and must incorporate the provisions of
 2 this subsection.

3 (d) If a personal representative, designated person or other person entitled to possession of the
 4 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period
 5 provided by subsection (6) of this section and so requests, the landlord shall enter into a written
 6 storage agreement with the representative or person providing that the personal property may not
 7 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-
 8 ceedings, whichever is later. A storage agreement entitles the representative or person to store the
 9 personal property on the previously rented space during the term of the agreement, but does not
 10 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may
 11 not enter a similar agreement with a lienholder pursuant to subsection (19) of this section until the
 12 agreement with the personal representative or designated person ends.

13 (e) If a personal representative or other person requests that a landlord enter into a storage
 14 agreement, subsection (19)(c) to (e) and (g)(C) of this section applies, with the representative or
 15 person having the rights and responsibilities of a lienholder with regard to the storage agreement.

16 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
 17 resentative or person has the right to remove or sell the property, including a sale to a purchaser
 18 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property
 19 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also
 20 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-
 21 ment of all unpaid storage charges and maintenance costs.

22 (g) If the representative or person violates the storage agreement, the landlord may terminate
 23 the agreement by giving at least 30 days' written notice to the representative or person stating facts
 24 sufficient to notify the representative or person of the reason for the termination. Unless the rep-
 25 resentative or person corrects the violation within the notice period, the agreement terminates as
 26 provided and the landlord may sell or dispose of the property without further notice to the repre-
 27 sentative or person.

28 (h) Upon the failure of a representative or person to enter into a storage agreement as provided
 29 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the
 30 representative or person has sold or removed the property, the landlord may sell or dispose of the
 31 property pursuant to this section without further notice to the representative or person.

32 (21) If a governmental agency determines that the condition of personal property abandoned
 33 under this section constitutes an extreme health or safety hazard under state or local law and the
 34 agency determines that the hazard endangers others in the facility and requires quick removal of
 35 the property, the landlord may sell or dispose of the property pursuant to this subsection. The
 36 landlord shall comply with all provisions of this section, except as follows:

37 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal
 38 representative or designated person must contact a landlord to arrange for the disposition of the
 39 property must be not less than 15 days after personal delivery or mailing of the notice required by
 40 subsection (3) of this section.

41 (b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder,
 42 personal representative or designated person must remove the property must be not less than seven
 43 days after the tenant, lienholder, personal representative or designated person contacts the landlord.

44 (c) The notice required by subsection (3) of this section must be as provided in subsection (5)
 45 of this section, except that:

1 (A) The dates and deadlines in the notice for contacting the landlord and removing the property
2 must be consistent with this subsection;

3 (B) The notice must state that a governmental agency has determined that the property consti-
4 tutes an extreme health or safety hazard and must be removed quickly; and

5 (C) The landlord shall attach a copy of the agency's determination to the notice.

6 (d) If the tenant, a lienholder or a personal representative or designated person does not remove
7 the property within the time allowed, the landlord or a buyer at a sale by the landlord under sub-
8 section (11) of this section shall promptly remove the property from the facility.

9 (e) A landlord is not required to enter into a storage agreement with a lienholder, personal
10 representative or designated person pursuant to subsection (19) of this section.

11 (22)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-
12 plying with the provisions of this section if, after termination of the tenancy or no more than seven
13 days prior to the termination of the tenancy, the following parties so agree in a writing entered into
14 in good faith:

15 (A) The landlord;

16 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
17 tenant, the personal representative, designated person or other person entitled to possession of the
18 personal property, such as an heir or devisee, as described in subsection (20) of this section; and

19 (C) Any lienholder.

20 (b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of
21 property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal
22 representative, a designated person or any lienholder to waive any right provided by this section.

23 (23) Until personal property is conclusively presumed to be abandoned under subsection (9) of
24 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
25 erty.

26 **SECTION 39.** ORS 90.680 is amended to read:

27 90.680. (1) A landlord may not deny any manufactured dwelling or floating home space tenant
28 the right to sell a manufactured dwelling or floating home on a rented space or require the tenant
29 to remove the dwelling or home from the space solely on the basis of the sale.

30 (2) The landlord may not exact a commission or fee for the sale of a manufactured dwelling or
31 floating home on a rented space unless the landlord has acted as agent for the seller pursuant to
32 written contract.

33 (3) The landlord may not deny the tenant the right to place a "for sale" sign on or in a manu-
34 factured dwelling or floating home owned by the tenant. The size, placement and character of such
35 signs shall be subject to reasonable rules of the landlord.

36 (4) If the prospective purchaser of a manufactured dwelling or floating home desires to leave the
37 dwelling or home on the rented space and become a tenant, the landlord may require in the rental
38 agreement:

39 (a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days'
40 notice in writing prior to the sale of the dwelling or home on a rented space;

41 (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and ac-
42 curate written application for occupancy of the dwelling or home as a tenant after the sale is fi-
43 nalized and that a prospective purchaser may not occupy the dwelling or home until after the
44 prospective purchaser is accepted by the landlord as a tenant;

45 (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell

1 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of
2 all properly functioning smoke alarms and any other rules and regulations of the facility such as
3 those described in ORS 90.510 (5)(b), (f), (h) and (i); and

4 (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees,
5 deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement,
6 prior to the landlord's acceptance of the prospective purchaser as a tenant.

7 (5) If a landlord requires a prospective purchaser to submit an application for occupancy as a
8 tenant under subsection (4) of this section, at the time that the landlord gives the prospective pur-
9 chaser an application the landlord shall also give the prospective purchaser copies of the statement
10 of policy, the rental agreement and the facility rules and regulations, including any conditions im-
11 posed on a subsequent sale, all as provided by ORS 90.510. The terms of the statement, rental
12 agreement and rules and regulations need not be the same as those in the selling tenant's statement,
13 rental agreement and rules and regulations.

14 (6) The following apply if a landlord receives an application for tenancy from a prospective
15 purchaser under subsection (4) of this section:

16 (a) The landlord shall accept or reject the prospective purchaser's application within seven days
17 following the day the landlord receives a complete and accurate written application. An application
18 is not complete until the prospective purchaser pays any required applicant screening charge and
19 provides the landlord with all information and documentation, including any financial data and ref-
20 erences, required by the landlord pursuant to ORS 90.510 (5)(h). The landlord and the prospective
21 purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's
22 application or to allow the prospective purchaser to address any failure to meet the landlord's
23 screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice
24 required under subsection (4)(a) of this section, the period provided for the landlord to accept or
25 reject a complete and accurate written application is extended to 10 days.

26 (b) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable
27 cause for rejection includes, but is not limited to, failure of the prospective purchaser to meet the
28 landlord's conditions for approval as provided in ORS 90.510 (5)(h) or failure of the prospective
29 purchaser's references to respond to the landlord's timely request for verification within the time
30 allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided in
31 paragraph (c) of this subsection, the landlord shall furnish to the seller and purchaser a written
32 statement of the reasons for the rejection.

33 (c) If a rejection under paragraph (b) of this subsection is based upon a consumer report, as
34 defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may
35 not disclose the contents of the report to anyone other than the purchaser. The landlord shall dis-
36 close to the seller in writing that the rejection is based upon information contained within a con-
37 sumer report and that the landlord may not disclose the information within the report.

38 (7) The following apply if a landlord does not require a prospective purchaser to submit an ap-
39 plication for occupancy as a tenant under subsection (4) of this section or if the landlord does not
40 accept or reject the prospective purchaser as a tenant within the time required under subsection (6)
41 of this section:

42 (a) The landlord waives any right to bring an action against the tenant under the rental agree-
43 ment for breach of the landlord's right to establish conditions upon and approve a prospective pur-
44 chaser of the tenant's dwelling or home;

45 (b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home

1 as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

2 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or
 3 terms on the tenancy that are inconsistent with the terms and conditions of the seller’s rental
 4 agreement only if the new tenant agrees in writing.

5 (8) A landlord may not, because of the age, size, style or original construction material of the
 6 dwelling or home or because the dwelling or home was built prior to adoption of the National
 7 Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-
 8 ance with the standards of that Act in effect at that time or in compliance with the state building
 9 code as defined in ORS 455.010:

10 (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or
 11 home on a rented space within a facility; or

12 (b) Require a prospective purchaser of an existing dwelling or home on a rented space within
 13 a facility to remove the dwelling or home from the rented space.

14 (9) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant’s dwelling
 15 or home in compliance with this section during the notice period. The tenant shall provide a pro-
 16 spective purchaser with a copy of any outstanding notice given pursuant to ORS 90.632 prior to a
 17 sale. The landlord may also give any prospective purchaser a copy of any such notice. The landlord
 18 may require as a condition of tenancy that a prospective purchaser who desires to leave the dwell-
 19 ing or home on the rented space and become a tenant must comply with the notice within the notice
 20 period consistent with ORS 90.632. If the tenancy has been terminated pursuant to ORS 90.632, or
 21 the notice period provided in ORS 90.632 has expired without a correction of cause or extension of
 22 time to correct, a prospective purchaser does not have a right to leave the dwelling or home on the
 23 rented space and become a tenant.

24 (10) Except as provided by subsection (9) of this section, after a tenancy has ended and during
 25 the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant’s
 26 dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and
 27 become a tenant as provided by this section, if the former tenant makes timely periodic payment of
 28 all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented
 29 space on which it is stored and enters the premises only with the written permission of the landlord.
 30 Payment of the storage charges or maintenance of the dwelling or home and the space does not
 31 create or reinstate a tenancy or create a waiver pursuant to [ORS 90.415] **section 31 or 32 of this**
 32 **2007 Act**. A former tenant may not enter the premises without the written permission of the land-
 33 lord, including entry to maintain the dwelling or home or the space or to facilitate a sale.

34 **SECTION 40.** ORS 105.120 is amended to read:

35 105.120. (1) **As used in this section, “rent” does not include funds paid under the United**
 36 **States Housing Act of 1937 (42 U.S.C. 1437f).**

37 [(1)] (2) Except as provided in subsection [(2)] (3) of this section, an action for the recovery of
 38 the possession of the premises may be maintained in cases provided in ORS 105.115 (1)(b), when the
 39 notice to terminate the tenancy or to quit has been served upon the tenant or person in possession
 40 in the manner prescribed by ORS 91.110 and for the period prescribed by ORS 91.060 to 91.080 before
 41 the commencement of the action, unless the leasing or occupation is for the purpose of farming or
 42 agriculture, in which case the notice must be served for a period of 90 days before the commence-
 43 ment of the action. Any person entering into the possession of real estate under written lease as the
 44 tenant of another may, by the terms of the lease, waive the giving of any notice required by this
 45 subsection.

1 [(2)] (3) An action for the recovery of the possession of a dwelling unit to which ORS chapter
 2 90 applies may be maintained in situations described in ORS 105.115 (2) when the notice to terminate
 3 the tenancy or to quit has been served by the tenant upon the landlord or by the landlord upon the
 4 tenant or person in possession in the manner prescribed by ORS 90.155.

5 [(3)] (4) Except when a tenancy involves a dwelling unit subject to ORS chapter 90, the service
 6 of a notice to quit upon a tenant or person in possession does not authorize an action to be main-
 7 tained against the tenant or person in possession for the possession of premises before the expiration
 8 of any period for which the tenant or person has paid the rent of the premises in advance.

9 [(4)] (5) An action to recover possession of a dwelling unit subject to ORS chapter 90 may not
 10 be brought or filed against a tenant or person in possession based upon a notice under ORS 90.427
 11 to terminate the tenancy until after the expiration of any period for which the tenant or person has
 12 paid the rent of the dwelling unit in advance, unless:

13 (a) The only other money paid by the tenant was collected as a last month's rent deposit as
 14 provided under ORS 90.300; or

15 (b) The only unused rent was paid by the tenant for a rental period extending beyond the ter-
 16 mination date specified in a valid outstanding notice to terminate the tenancy and the landlord re-
 17 funded the unused rent within six days after receipt by delivering the unused rent to the tenant in
 18 person or by first class mailing.

19 **SECTION 41.** ORS 90.300 is amended to read:

20 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

21 (2) Except as otherwise provided in this section, a landlord may require the payment of a secu-
 22 rity deposit. A security deposit or prepaid rent shall be held by the landlord for the tenant who is
 23 a party to the rental agreement. The claim of a tenant to the security deposit or prepaid rent shall
 24 be prior to the claim of any creditor of the landlord, including a trustee in bankruptcy. The holder
 25 of the landlord's interest in the premises at the time of termination of the tenancy is responsible to
 26 the tenant for any security deposit or prepaid rent and is bound by this section.

27 (3)(a) A landlord may not change the rental agreement to require the payment of a new or in-
 28 creased security deposit during the first year after the tenancy has begun, except that an additional
 29 deposit may be required if the landlord and tenant agree to modify the terms and conditions of the
 30 rental agreement to permit a pet or for other cause and the additional deposit relates to that mod-
 31 ification. This paragraph does not prevent the collection of a security deposit that was provided for
 32 under an initial rental agreement but remained unpaid at the time the tenancy began.

33 (b) If a landlord requires a new or increased security deposit after the first year of the tenancy,
 34 the landlord shall allow the tenant at least three months to pay that deposit.

35 (4) The landlord may claim all or part of the security deposit only if the security deposit was
 36 made for any or all of the purposes provided by subsection (5) of this section.

37 (5) The landlord may claim from the security deposit only the amount reasonably necessary:

38 (a) To remedy the tenant's defaults in the performance of the rental agreement including, but
 39 not limited to, unpaid rent; and

40 (b) To repair damages to the premises caused by the tenant, not including ordinary wear and
 41 tear.

42 (6) A landlord may not require that a security deposit or prepaid rent be required or forfeited
 43 to the landlord upon the failure of the tenant to maintain a tenancy for a minimum number of
 44 months in a month-to-month tenancy.

45 (7) Any last month's rent deposit must be applied to the rent due for the last month of the

1 tenancy:

2 (a) Upon either the landlord or tenant giving to the other a notice of termination, pursuant to
 3 this chapter, other than a notice of termination under ORS 90.394;

4 (b) Upon agreement by the landlord and tenant to terminate the tenancy; or

5 (c) Upon termination pursuant to the provisions of a written rental agreement for a term
 6 tenancy.

7 (8) Any portion of a last month's rent deposit not applied as provided under subsection (7) of this
 8 section shall be accounted for and refunded as provided under subsections (10) to (12) of this section.
 9 Unless the tenant and landlord agree otherwise, a last month's rent deposit shall not be applied to
 10 rent due for any period other than the last month of the tenancy. A last month's rent deposit shall
 11 not operate to limit the amount of rent charged unless a written rental agreement provides other-
 12 wise.

13 (9) Upon termination of the tenancy, a landlord shall account for and refund to the tenant the
 14 unused balance of any prepaid rent not previously refunded to the tenant as required by ORS 90.380
 15 and 105.120 [(4)(b)] **(5)(b)** or any other provision of this chapter, in the same manner as required for
 16 security deposits by this section. The landlord may claim from the remaining prepaid rent only the
 17 amount reasonably necessary to pay the tenant's unpaid rent.

18 (10) In order to claim all or part of any prepaid rent or security deposit, within 31 days after
 19 the termination of the tenancy and delivery of possession the landlord shall give to the tenant a
 20 written accounting that states specifically the basis or bases of the claim. The landlord shall give
 21 a separate accounting for security deposits and for prepaid rent.

22 (11) The security deposit or prepaid rent or portion thereof not claimed in the manner provided
 23 by subsections (9) and (10) of this section shall be returned to the tenant not later than 31 days after
 24 the termination of the tenancy and delivery of possession to the landlord.

25 (12) The landlord shall give the written accounting as required by subsection (10) of this section
 26 or shall return the security deposit or prepaid rent as required by subsection (11) of this section by
 27 personal delivery or by first class mail.

28 (13) If a security deposit or prepaid rent secures a tenancy for a space for a tenant owned and
 29 occupied manufactured dwelling or floating home, whether or not in a facility, and the dwelling or
 30 home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in sub-
 31 sections (10) and (11) of this section commences on the earliest of:

32 (a) Waiver of the abandoned property process under ORS 90.425 (25) or 90.675 (22);

33 (b) Removal of the manufactured dwelling or floating home from the rented space;

34 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
 35 90.425 (10)(b) or 90.675 (10)(b); or

36 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675
 37 (10)(a).

38 (14) If the landlord fails to comply with subsection (11) of this section or if the landlord in bad
 39 faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant
 40 under this chapter or the rental agreement, the tenant may recover the money due in an amount
 41 equal to twice the amount:

42 (a) Withheld without a written accounting under subsection (10) of this section; or

43 (b) Withheld in bad faith.

44 (15)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable
 45 property, as provided in ORS 18.618.

1 (b) If a security deposit or prepaid rent is delivered to a garnishor in violation of ORS 18.618
2 (2), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the
3 tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered
4 to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails
5 to restore a security deposit or prepaid rent under the provisions of this paragraph before the
6 tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant
7 after the garnishment, the landlord is not required to refund or account for the security deposit or
8 prepaid rent under subsection (9) of this section.

9 (16) This section does not preclude the landlord or tenant from recovering other damages under
10 this chapter.

11
12 **CAPTIONS**

13
14 **SECTION 42. The unit captions used in this 2007 Act are provided only for the conven-**
15 **ience of the reader and do not become part of the statutory law of this state or express any**
16 **legislative intent in the enactment of this 2007 Act.**

17 _____