

Minority Report
B-Engrossed
House Bill 2735

Ordered by the House June 15
Including House Amendments dated May 8 and House Minority Report
Amendments dated June 15

Sponsored by nonconcurring members of the House Committee on Revenue: Representatives BUTLER, BRUUN

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.

Establishes payment obligation for manufactured dwelling park landlord closing manufactured dwelling park or portion of park. Requires landlord closing manufactured dwelling park or portion of park to report to Office of Manufactured Dwelling Park Community Relations regarding relocation and abandonment of dwelling units. Modifies notice of tax benefit given by landlord that closes manufactured dwelling park or portion of park. [*Prohibits local government from adopting or amending local law to initiate or modify local regulation of manufactured dwelling park closures or partial closures. Allows local government to apply or enforce existing local law regulating manufactured dwelling park closures or partial closures only to extent that local law provides park tenants with equal or greater rights than rights provided under Act.*] **Preempts local laws regulating closure or partial closure of manufactured dwelling park.**

Modifies provisions relating to local restrictions on placement of manufactured dwelling due solely to its age.

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, 2007, **and before January 1, 2017.**

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.

[*Freezes, for five years, assessment on property converted from manufactured dwelling park to other use.*]

Revises provisions relating to manufactured dwelling park management training.

Provides that facility vacant space that lacks safety from fire or injury hazards is considered uninhabitable.

Establishes payment obligation for marina landlord closing marina or portion of marina.

Extends sunset on provisions relating to facility landlord unlawful trade practices regarding sale of manufactured dwelling or floating home on rented space.

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

Expands permissible use of moneys collected by special assessment of manufactured dwellings.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

1
2 Relating to rental residential properties; creating new provisions; amending ORS 90.100, 90.260,
3 90.300, 90.425, 90.630, 90.632, 90.635, 90.675, 90.680, 90.730, 92.840, 105.120, 197.485, 316.502,
4 446.525 and 446.543 and sections 13 and 14, chapter 658, Oregon Laws 2003, sections 2 and 3,
5 chapter 619, Oregon Laws 2005, and sections 7 and 10, chapter 826, Oregon Laws 2005; repealing
6 ORS 90.415 and 316.153; and prescribing an effective date.

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

8
9 **MANUFACTURED DWELLING PARK CLOSURE OR CONVERSION**

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

3 **SECTION 2.** (1) If a manufactured dwelling park, or a portion of the park that includes
4 the space for a manufactured dwelling, is to be closed and the land or leasehold converted
5 to a use other than as a manufactured dwelling park, and the closure is not required by the
6 exercise of eminent domain or by order of federal, state or local agencies, the landlord may
7 terminate a month-to-month or fixed term rental agreement for a manufactured dwelling
8 park space:

9 (a) By giving the tenant not less than 365 days' notice in writing before the date desig-
10 nated in the notice for termination; and

11 (b) By paying a tenant, for each space for which a rental agreement is terminated, one
12 of the following amounts:

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

14 (B) \$7,000 if the manufactured dwelling is a double-wide dwelling; or

15 (C) \$9,000 if the manufactured dwelling is a triple-wide or larger dwelling.

16 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured
17 dwelling park under this section as a result of converting the park to a subdivision under
18 ORS 92.830 to 92.845, the landlord:

19 (a) May terminate a rental agreement by giving the tenant not less than 180 days' notice
20 in writing before the date designated in the notice for termination.

21 (b) Is not required to make a payment under subsection (1)(b) of this section to a tenant
22 who:

23 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and
24 does not move the dwelling; or

25 (B) Sells the manufactured dwelling to a person who buys the space or lot.

26 (3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

27 (a) State that the landlord is closing the park, or a portion of the park, and converting
28 the land or leasehold to a different use;

29 (b) Designate the date of closure; and

30 (c) Include the tax credit notice described in ORS 90.635.

31 (4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a
32 tenant the full amount required under subsection (1)(b) of this section regardless of whether
33 the tenant relocates or abandons the manufactured dwelling. The landlord shall pay at least
34 one-half of the payment amount to the tenant within seven days after receiving from the
35 tenant the notice described in subsection (5)(a) of this section. The landlord shall pay the
36 remaining amount no later than seven days after the tenant ceases to occupy the space.

37 (5) Notwithstanding subsection (1) of this section:

38 (a) A landlord is not required to make a payment to a tenant as provided in subsection
39 (1) of this section unless the tenant gives the landlord not less than 30 days' and not more
40 than 60 days' written notice of the date within the 365-day period on which the tenant will
41 cease tenancy, whether by relocation or abandonment of the manufactured dwelling.

42 (b) If the manufactured dwelling is abandoned:

43 (A) The landlord may condition the payment required by subsection (1) of this section
44 upon the tenant waiving any right to receive payment under ORS 90.425 or 90.675.

45 (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned

1 **manufactured dwelling.**

2 **(6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving**
3 **out of the manufactured dwelling park prior to the end of the 365-day notice period.**

4 **(b) A landlord may charge a tenant for rent for any period during which the tenant oc-**
5 **cupies the space and may deduct from the payment amount required by subsection (1) of this**
6 **section any unpaid moneys owed by the tenant to the landlord.**

7 **(7) A landlord may not increase the rent for a manufactured dwelling park space after**
8 **giving a notice of termination under this section to the tenant of the space.**

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

12 **(9) If a landlord is required to close a manufactured dwelling park by the exercise of**
13 **eminent domain or by order of a federal, state or local agency, the landlord shall notify the**
14 **park tenants no later than 15 days after the landlord receives notice of the exercise of emi-**
15 **nent domain or of the agency order. The notice to the tenants shall be in writing, designate**
16 **the date of closure, state the reason for the closure, describe the tax credit available under**
17 **section 17 of this 2007 Act and any government relocation benefits known by the landlord to**
18 **be available to the tenants and comply with any additional content requirements under ORS**
19 **90.635.**

20 **SECTION 2a.** Section 2 of this 2007 Act is amended to read:

21 **Sec. 2.** (1) If a manufactured dwelling park, or a portion of the park that includes the space for
22 a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than
23 as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain
24 or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed
25 term rental agreement for a manufactured dwelling park space:

26 (a) By giving the tenant not less than 365 days' notice in writing before the date designated in
27 the notice for termination; and

28 (b) By paying a tenant, for each space for which a rental agreement is terminated, one of the
29 following amounts:

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

31 (B) \$7,000 if the manufactured dwelling is a double-wide dwelling; or

32 (C) \$9,000 if the manufactured dwelling is a triple-wide or larger dwelling.

33 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
34 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
35 92.845, the landlord:

36 (a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in
37 writing before the date designated in the notice for termination.

38 (b) Is not required to make a payment under subsection (1)(b) of this section to a tenant who:

39 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not
40 move the dwelling; or

41 (B) Sells the manufactured dwelling to a person who buys the space or lot.

42 (3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

43 (a) State that the landlord is closing the park, or a portion of the park, and converting the land
44 or leasehold to a different use;

45 (b) Designate the date of closure; and

1 (c) Include the tax *[credit]* notice described in ORS 90.635.

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

8 (5) Notwithstanding subsection (1) of this section:

9 (a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of
10 this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days'
11 written notice of the date within the 365-day period on which the tenant will cease tenancy, whether
12 by relocation or abandonment of the manufactured dwelling.

13 (b) If the manufactured dwelling is abandoned:

14 (A) The landlord may condition the payment required by subsection (1) of this section upon the
15 tenant waiving any right to receive payment under ORS 90.425 or 90.675.

16 (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufac-
17 tured dwelling.

18 (6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of
19 the manufactured dwelling park prior to the end of the 365-day notice period.

20 (b) A landlord may charge a tenant for rent for any period during which the tenant occupies the
21 space and may deduct from the payment amount required by subsection (1) of this section any un-
22 paid moneys owed by the tenant to the landlord.

23 (7) A landlord may not increase the rent for a manufactured dwelling park space after giving a
24 notice of termination under this section to the tenant of the space.

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

28 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
29 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
30 later than 15 days after the landlord receives notice of the exercise of eminent domain or of the
31 agency order. The notice to the tenants shall be in writing, designate the date of closure, state the
32 reason for the closure, describe *[the tax credit available under section 17 of this 2007 Act and]* any
33 government relocation benefits known by the landlord to be available to the tenants and comply
34 with any additional content requirements under ORS 90.635.

35 **(10) The Office of Manufactured Dwelling Park Community Relations shall adopt rules**
36 **establishing a sample form for the notice described in subsection (3) of this section.**

37 **SECTION 2b. The amendments to section 2 of this 2007 Act by section 2a of this 2007 Act**
38 **become operative January 1, 2017.**

39 **SECTION 3. (1) A landlord that gives a notice of termination under section 2 of this 2007**
40 **Act shall, at the same time, send one copy of the notice to the Office of Manufactured**
41 **Dwelling Park Community Relations by first class mail. The landlord shall, at the same time,**
42 **send a copy of the notice, both by first class mail and by certified mail with return receipt**
43 **requested, for each affected manufactured dwelling, to any person:**

44 (a) That is not a tenant; and

45 (b)(A) That the landlord actually knows to be an owner of the manufactured dwelling; or

1 **(B) That has a lien recorded in the title or ownership document records for the manu-**
2 **factured dwelling.**

3 **(2) A landlord that terminates rental agreements for manufactured dwelling park spaces**
4 **under section 2 of this 2007 Act shall, no later than 60 days after the manufactured dwelling**
5 **park or portion of the park closes, report to the office:**

6 **(a) The number of dwelling unit owners who moved their dwelling units out of the park;**
7 **and**

8 **(b) The number of dwelling unit owners who abandoned their dwelling units at the park.**

9 **SECTION 4. (1) Sections 2 and 3 of this 2007 Act preempt the adoption, application or**
10 **enforcement of any local law regulating a closure or partial closure of a manufactured**
11 **dwelling park.**

12 **(2) Subsection (1) of this section does not limit the adoption or application of a local law**
13 **providing incentives or bonuses to landlords that voluntarily preserve or create affordable**
14 **housing related to the closure or partial closure of a manufactured dwelling park.**

15 **SECTION 5. (1) Section 4 of this 2007 Act applies to the adoption, application or**
16 **enforcement of a local law regulating the closure or partial closure of a manufactured**
17 **dwelling park for which the closure notice is given on or after the effective date of this 2007**
18 **Act.**

19 **(2) Section 4 of this 2007 Act does not render moot any appeal pending on the effective**
20 **date of this 2007 Act from a trial court's final judgment in an action or suit regarding the**
21 **application of a local law regulating manufactured dwelling park closures or partial closures.**

22 **SECTION 6. ORS 90.100 is amended to read:**

23 90.100. As used in this chapter, unless the context otherwise requires:

24 **(1) "Accessory building or structure" means any portable, demountable or permanent structure,**
25 **including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,**
26 **steps, ramps, piers and pilings, that is:**

27 **(a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or**

28 **(b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a**
29 **tenant of a manufactured dwelling or floating home.**

30 **(2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding**
31 **in which rights are determined, including an action for possession.**

32 **(3) "Applicant screening charge" means any payment of money required by a landlord of an**
33 **applicant prior to entering into a rental agreement with that applicant for a residential dwelling**
34 **unit, the purpose of which is to pay the cost of processing an application for a rental agreement for**
35 **a residential dwelling unit.**

36 **(4) "Building and housing codes" includes any law, ordinance or governmental regulation con-**
37 **cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-**
38 **pearance of any premises or dwelling unit.**

39 **(5) "Conduct" means the commission of an act or the failure to act.**

40 **(6) "Dealer" means any person in the business of selling, leasing or distributing new or used**
41 **manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling**
42 **or floating home for use as a residence.**

43 **(7) "Domestic violence" has the meaning given that term in ORS 135.230.**

44 **(8) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.**

45 **(9) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-**

1 dence or sleeping place by one person who maintains a household or by two or more persons who
2 maintain a common household. “Dwelling unit” regarding a person who rents a space for a manu-
3 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
4 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
5 not the manufactured dwelling, recreational vehicle or floating home itself.

6 (10) “Essential service” means:

7 (a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or
8 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.840:

9 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
10 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
11 supplied by the landlord; and

12 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,
13 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or
14 makes the dwelling unit unfit for occupancy.

15 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
16 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.840:

17 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any
18 drainage system; and

19 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,
20 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or
21 makes the rented space unfit for occupancy.

22 (11) “Facility” means[:] **a manufactured dwelling park or a marina.**

23 *[(a) A place where four or more manufactured dwellings are located, the primary purpose of which*
24 *is to rent space or keep space for rent to any person for a fee; or]*

25 *[(b) A moorage of contiguous dwelling units that may be legally transferred as a single unit and*
26 *are owned by one person where four or more floating homes are secured, the primary purpose of which*
27 *is to rent space or keep space for rent to any person for a fee.]*

28 (12) “Facility purchase association” means a group of three or more tenants who reside in a
29 facility and have organized for the purpose of eventual purchase of the facility.

30 (13) “Fee” means a nonrefundable payment of money.

31 (14) “First class mail” does not include certified or registered mail, or any other form of mail
32 that may delay or hinder actual delivery of mail to the recipient.

33 (15) “Fixed term tenancy” means a tenancy that has a fixed term of existence, continuing to a
34 specific ending date and terminating on that date without requiring further notice to effect the ter-
35 mination.

36 (16) “Floating home” has the meaning given that term in ORS 830.700. “Floating home” includes
37 an accessory building or structure.

38 (17) “Good faith” means honesty in fact in the conduct of the transaction concerned.

39 (18) “Hotel or motel” means “hotel” as that term is defined in ORS 699.005.

40 (19) “Informal dispute resolution” means, but is not limited to, consultation between the landlord
41 or landlord’s agent and one or more tenants, or mediation utilizing the services of a third party.

42 (20) “Landlord” means the owner, lessor or sublessor of the dwelling unit or the building or
43 premises of which it is a part. “Landlord” includes a person who is authorized by the owner, lessor
44 or sublessor to manage the premises or to enter into a rental agreement.

45 (21) “Landlord’s agent” means a person who has oral or written authority, either express or

1 implied, to act for or on behalf of a landlord.

2 (22) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
3 mary function of which is to secure the payment of rent for the last month of the tenancy.

4 (23) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured
5 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory
6 building or structure. "Manufactured dwelling" does not include a recreational vehicle.

7 **(24) "Manufactured dwelling park" means a place where four or more manufactured**
8 **dwelling units are located, the primary purpose of which is to rent space or keep space for rent**
9 **to any person for a charge or fee.**

10 **(25) "Marina" means a moorage of contiguous dwelling units that may be legally trans-**
11 **ferred as a single unit and are owned by one person where four or more floating homes are**
12 **secured, the primary purpose of which is to rent space or keep space for rent to any person**
13 **for a charge or fee.**

14 [(24)] **(26)** "Month-to-month tenancy" means a tenancy that automatically renews and continues
15 for successive monthly periods on the same terms and conditions originally agreed to, or as revised
16 by the parties, until terminated by one or both of the parties.

17 [(25)] **(27)** "Organization" includes a corporation, government, governmental subdivision or
18 agency, business trust, estate, trust, partnership or association, two or more persons having a joint
19 or common interest, and any other legal or commercial entity.

20 [(26)] **(28)** "Owner" includes a mortgagee in possession and means one or more persons, jointly
21 or severally, in whom is vested:

22 (a) All or part of the legal title to property; or

23 (b) All or part of the beneficial ownership and a right to present use and enjoyment of the
24 premises.

25 [(27)] **(29)** "Person" includes an individual or organization.

26 [(28)] **(30)** "Premises" means:

27 (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances
28 therein;

29 (b) Grounds, areas and facilities held out for the use of tenants generally or the use of which
30 is promised to the tenant; and

31 (c) A facility for manufactured dwellings or floating homes.

32 [(29)] **(31)** "Prepaid rent" means any payment of money to the landlord for a rent obligation not
33 yet due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination
34 date.

35 [(30)] **(32)** "Recreational vehicle" has the meaning given that term in ORS 446.003.

36 [(31)] **(33)** "Rent" means any payment to be made to the landlord under the rental agreement,
37 periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a
38 dwelling unit to the exclusion of others. "Rent" does not include security deposits, fees or utility
39 or service charges as described in ORS 90.315 (4) and 90.532.

40 [(32)] **(34)** "Rental agreement" means all agreements, written or oral, and valid rules and regu-
41 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the
42 use and occupancy of a dwelling unit and premises. "Rental agreement" includes a lease. A rental
43 agreement shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

44 [(33)] **(35)** "Roomer" means a person occupying a dwelling unit that does not include a toilet and
45 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and

1 where one or more of these facilities are used in common by occupants in the structure.

2 [(34)] (36) "Screening or admission criteria" means a written statement of any factors a landlord
3 considers in deciding whether to accept or reject an applicant and any qualifications required for
4 acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history,
5 character references, public records, criminal records, credit reports, credit references and incomes
6 or resources of the applicant.

7 [(35)] (37) "Security deposit" means a refundable payment or deposit of money, however desig-
8 nated, the primary function of which is to secure the performance of a rental agreement or any part
9 of a rental agreement. "Security deposit" does not include a fee.

10 [(36)] (38) "Sexual assault" has the meaning given that term in ORS 147.450.

11 [(37)] (39) "Squatter" means a person occupying a dwelling unit who is not so entitled under a
12 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter"
13 does not include a tenant who holds over as described in ORS 90.427 (4).

14 [(38)] (40) "Stalking" means the behavior described in ORS 163.732.

15 [(39)] (41) "Statement of policy" means the summary explanation of information and facility
16 policies to be provided to prospective and existing tenants under ORS 90.510.

17 [(40)] (42) "Surrender" means an agreement, express or implied, as described in ORS 90.148 be-
18 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-
19 cupy a dwelling unit.

20 [(41)] (43) "Tenant" means a person, including a roomer, entitled under a rental agreement to
21 occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or
22 controlled by a public housing authority. "Tenant" also includes a minor, as defined and provided
23 for in ORS 109.697. As used in ORS 90.505 to 90.840, "tenant" includes only a person who owns and
24 occupies as a residence a manufactured dwelling or a floating home in a facility and persons resid-
25 ing with that tenant under the terms of the rental agreement.

26 [(42)] (44) "Transient lodging" means a room or a suite of rooms.

27 [(43)] (45) "Transient occupancy" means occupancy in transient lodging that has all of the fol-
28 lowing characteristics:

- 29 (a) Occupancy is charged on a daily basis and is not collected more than six days in advance;
30 (b) The lodging operator provides maid and linen service daily or every two days as part of the
31 regularly charged cost of occupancy; and
32 (c) The period of occupancy does not exceed 30 days.

33 [(44)] (46) "Vacation occupancy" means occupancy in a dwelling unit, not including transient
34 occupancy in a hotel or motel, that has all of the following characteristics:

- 35 (a) The occupant rents the unit for vacation purposes only, not as a principal residence;
36 (b) The occupant has a principal residence other than at the unit; and
37 (c) The period of authorized occupancy does not exceed 45 days.

38 [(45)] (47) "Victim" means a person who is the subject of domestic violence, sexual assault or
39 stalking. "Victim" includes a parent or guardian of a minor who is the subject of domestic violence,
40 sexual assault or stalking.

41 [(46)] (48) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

- 42 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven
43 days;
44 (b) There is a written rental agreement that defines the landlord's and the tenant's rights and
45 responsibilities under this chapter; and

1 (c) There are no fees or security deposits, although the landlord may require the payment of an
2 applicant screening charge, as provided in ORS 90.295.

3 **SECTION 7.** ORS 90.635 is amended to read:

4 90.635. (1) If a [*facility is closed*] **manufactured dwelling park** or a portion of a [*facility*] **man-**
5 **ufactured dwelling park** is closed, resulting in the termination of the rental agreement between the
6 landlord of the [*facility*] **park** and a tenant renting space for a manufactured dwelling, whether be-
7 cause of the exercise of eminent domain, by order of [*the*] **a federal**, state or local [*agencies,*] **agency**
8 or as provided under [*ORS 90.630 (5)*] **section 2 (1) of this 2007 Act**, the landlord shall provide
9 notice to the tenant of the tax credit provided under [*ORS 316.153*] **section 17 of this 2007 Act**.
10 The notice shall state the eligibility requirements for the credit, information on how to apply for the
11 credit and any other information required by the Office of Manufactured Dwelling Park Community
12 Relations **or the Department of Revenue** by rule. **The notice shall also state that the closure**
13 **may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.**

14 **(2) The office shall adopt rules establishing a sample form for the notice described in this**
15 **section and the notice described in section 2 (3) of this 2007 Act.**

16 **(3) The department, in consultation with the office, shall adopt rules establishing a**
17 **sample form and explanation for the property tax assessment appeal.**

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 given to the tenant under ORS 90.630 (5), if ap-*
21 *plicable; 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*] **administer** this section[, *including rules specifying*
27 *the form and content of the notice described under this section*].

28 **SECTION 7a.** ORS 90.635, as amended by section 7 of this 2007 Act, is amended to read:

29 90.635. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is
30 closed, resulting in the termination of the rental agreement between the landlord of the park and
31 a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent
32 domain, by order of a federal, state or local agency or as provided under section 2 (1) of this 2007
33 Act, the landlord shall provide notice to the tenant [*of the tax credit provided under section 17 of this*
34 *2007 Act. The notice shall state the eligibility requirements for the credit, information on how to apply*
35 *for the credit and any other information required by the Office of Manufactured Dwelling Park Com-*
36 *munity Relations or the Department of Revenue by rule. The notice shall also state*] that the closure
37 may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.

38 [*(2) The office shall adopt rules establishing a sample form for the notice described in this section*
39 *and the notice described in section 2 (3) of this 2007 Act.*]

40 [(3)] **(2) The Department of Revenue**, in consultation with the Office **of Manufactured Dwell-**
41 **ing Park Community Relations**, shall adopt rules establishing a sample form and explanation for
42 the property tax assessment appeal.

43 [(4)] **(3) The office may adopt rules to administer this section.**

44 **SECTION 7b. The amendments to ORS 90.635 by section 7a of this 2007 Act become op-**
45 **erative January 1, 2017.**

1 **SECTION 8.** ORS 92.840 is amended to read:

2 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative
3 plan, the declarant may negotiate to sell a lot in a manufactured dwelling park or a mobile home
4 park for which approval is required under ORS 92.830 to 92.845.

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

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

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

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

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

18 (5) Prior to any sale of a lot in a subdivision created in the park, the declarant must provide
19 the tenant or other potential purchaser of the lot with information about the homeowners associ-
20 ation formed by the declarant as required by ORS 94.625. The information must, at a minimum, in-
21 clude the association name and type and any rights set forth in the declaration required by ORS
22 94.580.

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

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

29 (8) Nothing in this section prevents the declarant from terminating a tenancy in the park in
30 compliance with ORS 90.630[,] and 90.632 and [90.635] **section 2 of this 2007 Act.** However, the
31 declarant shall make the offer required under subsection (2) of this section to a tenant whose
32 tenancy is terminated after approval of the tentative plan unless the termination is for cause under
33 ORS 90.392, 90.394, 90.396, 90.630 (1) or [(12)] **(8)** or 90.632.

34 **SECTION 9.** ORS 446.543 is amended to read:

35 446.543. (1) An Office of Manufactured Dwelling Park Community Relations is established in the
36 Housing and Community Services Department.

37 [(2) *Office personnel shall:*]

38 **(2) The Director of the Housing and Community Services Department shall, through the**
39 **use of office personnel or by other means:**

40 (a) Undertake, participate in or cooperate with persons and agencies in such conferences, in-
41 quiries, meetings or studies as might lead to improvements in manufactured dwelling park landlord
42 and tenant relationships;

43 (b) Develop and implement a centralized resource referral program for tenants and landlords to
44 encourage the voluntary resolution of disputes;

45 (c) Maintain a current list of manufactured dwelling parks in the state, indicating the total

1 number of spaces;

2 (d) Not be directly affiliated, currently or previously, in any way with a manufactured dwelling
3 park within the preceding two years; and

4 (e) Take other actions or perform such other duties as the director [*of the Housing and Com-*
5 *munity Services Department*] deems necessary or appropriate, **including but not limited to coordi-**
6 **nating or conducting tenant resource fairs, providing tenant counseling and service referrals**
7 **related to park closures and providing outreach services to educate tenants regarding tenant**
8 **rights and responsibilities and the availability of services.**

9 (3) **The office shall adopt rules to administer sections 2 and 3 of this 2007 Act.**

10
11 **RELOCATION OF DISPLACED MANUFACTURED DWELLINGS**

12
13 **SECTION 10.** ORS 197.485 is amended to read:

14 197.485. (1) A jurisdiction may not prohibit placement of a manufactured dwelling, due solely to
15 its age, in a mobile home or manufactured dwelling park in a zone with a residential density of eight
16 to 12 units per acre.

17 (2) A jurisdiction may not prohibit placement of a manufactured dwelling, due solely to its age,
18 **on a buildable lot or parcel located outside urban growth boundaries or on a space** in a mobile
19 home or manufactured dwelling park, if the manufactured dwelling is being relocated due to the
20 closure of a mobile home or manufactured dwelling park or a portion of a mobile home or manu-
21 factured dwelling park.

22 (3) A jurisdiction may impose reasonable safety and inspection requirements for homes that were
23 not constructed in conformance with the National Manufactured Housing Construction and Safety
24 Standards Act of 1974 (42 U.S.C. 5403).

25
26 **TENANT TAX EXEMPTIONS AND CREDITS**

27
28 **SECTION 11.** Section 12 of this 2007 Act is added to and made a part of ORS chapter 316.

29 **SECTION 12.** Amounts received by a taxpayer under section 2 (1) of this 2007 Act are
30 exempt from the taxes imposed by this chapter.

31 **SECTION 13.** Section 14 of this 2007 Act is added to and made a part of ORS chapter 317.

32 **SECTION 14.** Amounts received by a taxpayer under section 2 (1) of this 2007 Act are
33 exempt from the taxes imposed by this chapter.

34 **SECTION 15.** Sections 12 and 14 of this 2007 Act apply to tax years beginning on or after
35 January 1, 2007.

36 **SECTION 16.** Section 17 of this 2007 Act is added to and made a part of ORS chapter 316.

37 **SECTION 17.** (1) As used in this section:

38 (a) "Household" has the meaning given that term in ORS 310.630.

39 (b) "Manufactured dwelling" has the meaning given that term in ORS 446.003.

40 (c) "Manufactured dwelling park" means a place within this state where four or more
41 manufactured dwellings are located, the primary purpose of which is to rent space or keep
42 space for rent to any person for a charge or fee.

43 (d) "Rental agreement" means a contract under which an individual rents space in a
44 manufactured dwelling park for siting a manufactured dwelling.

45 (2) A credit of \$10,000 against the taxes otherwise due under this chapter is allowed to

1 an individual who:

2 (a) Rents space in a manufactured dwelling park for a manufactured dwelling that is
3 owned and occupied by the individual as the individual's principal residence on the date that
4 the landlord delivers notice that the park, or a portion of the park, is being closed and the
5 rental agreement for the space is being terminated because of the exercise of eminent do-
6 main, by order of a federal, state or local agency or as provided under section 2 (1) of this
7 2007 Act; and

8 (b) Ends tenancy at the manufactured dwelling park site in response to the delivered
9 notice described in paragraph (a) of this subsection.

10 (3) For purposes of subsection (2) of this section:

11 (a) Tenancy by the individual at the manufactured dwelling park site ends on the last day
12 that a member of the individual's household occupies the manufactured dwelling at the
13 manufactured dwelling park site; and

14 (b) Tenancy by the individual at the manufactured dwelling park site does not end if the
15 manufactured dwelling park is converted to a subdivision under ORS 92.830 to 92.845 and the
16 individual buys a space or lot in the subdivision or sells the manufactured dwelling to a
17 person who buys a space or lot in the subdivision.

18 (4) Notwithstanding subsection (2) of this section, if the manufactured dwelling park, or
19 a portion of the park, is being closed and the rental agreement of the individual is being
20 terminated because of the exercise of eminent domain, the credit amount allowed to the in-
21 dividual is the amount described in subsection (2) of this section, reduced by any amount that
22 was paid to the individual as compensation for the exercise of eminent domain.

23 (5) An individual may not claim more than one credit under this section for tenancies
24 ended during the tax year.

25 (6) If, for the year in which the individual ends the tenancy at the manufactured dwelling
26 park, the amount of the credit allowed by this section, when added to the sum of the
27 amounts allowable as payment of tax under ORS 316.187 and 316.583 plus other tax prepay-
28 ment amounts and other refundable credit amounts, exceeds the taxes imposed by this
29 chapter or ORS chapter 314 for the tax year, reduced by any nonrefundable credits allowable
30 for purposes of this chapter for the tax year, the amount of the excess shall be refunded to
31 the individual as provided in ORS 316.502.

32 (7) If more than one individual in a household qualifies under this section to claim the
33 tax credit, the qualifying individuals may each claim a share of the available credit that is
34 in proportion to their respective gross incomes for the tax year.

35 **SECTION 18.** Section 17 of this 2007 Act applies to individuals whose household ends
36 tenancy at a manufactured dwelling park during a tax year that begins on or after January
37 1, 2007, and before January 1, 2017.

38 **SECTION 19.** ORS 316.502 is amended to read:

39 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
40 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
41 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

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

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

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

2 (b) The refund payments in excess of tax liability authorized under ORS 315.262 and 315.266 **and**
3 **section 17 of this 2007 Act**; and

4 (c) The refund payments in excess of tax liability authorized under ORS 316.153 (4).

5 **SECTION 19a.** ORS 316.502, as amended by section 4a, chapter 826, Oregon Laws 2005, is
6 amended to read:

7 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
8 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
9 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

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

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

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

15 (b) The refund payments in excess of tax liability authorized under ORS 315.262 and 315.266 **and**
16 **section 17 of this 2007 Act**.

17 **SECTION 20.** ORS 316.502, as amended by section 4a, chapter 826, Oregon Laws 2005, and
18 section 60, chapter 832, Oregon Laws 2005, is amended to read:

19 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
20 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
21 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

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

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

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

27 (b) The refund payments in excess of tax liability authorized under ORS 315.262 **and section**
28 **17 of this 2007 Act**.

29 **SECTION 20a.** ORS 316.502, as amended by section 4a, chapter 826, Oregon Laws 2005, section
30 60, chapter 832, Oregon Laws 2005, and section 20 of this 2007 Act, is amended to read:

31 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
32 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
33 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

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

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

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

39 (b) The refund payments in excess of tax liability authorized under ORS 315.262 [*and section 17*
40 *of this 2007 Act*].

41 **SECTION 20b.** (1) **The amendments to ORS 316.502 by sections 19 to 20 of this 2007 Act**
42 **apply to refunds for credits claimed for tax years beginning on or after January 1, 2007, and**
43 **before January 1, 2017.**

44 (2) **The amendments to ORS 316.502 by section 20a of this 2007 Act become operative**
45 **January 2, 2022.**

1 **MANUFACTURED DWELLING PARK LANDLORD TAX EXEMPTIONS**

2
3 **SECTION 21.** Section 7, chapter 826, Oregon Laws 2005, is amended to read:

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

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

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

9 **NOTE:** Sections 23 and 24 were deleted by amendment. Subsequent sections were not renum-
10 bered.

11
12 **CLOSURE OF MARINAS**

13
14 **SECTION 25.** (1) **If a marina or a portion of the marina that includes a marina space is**
15 **to be closed and the land or leasehold converted to a different use, and the closure is not**
16 **required by the exercise of eminent domain or by order of a federal, state or local agency,**
17 **the landlord of the marina may terminate a month-to-month or fixed term rental agreement**
18 **for a marina space by giving the tenant:**

19 **(a) Not less than 365 days' notice in writing before the date designated in the notice for**
20 **termination; or**

21 **(b) Not less than 180 days' notice in writing before the date designated in the notice for**
22 **termination, if:**

23 **(A) The landlord finds space acceptable to the tenant to which the tenant can move the**
24 **floating home; and**

25 **(B) The landlord pays the cost of moving and set-up expenses or \$3,500, whichever is less.**

26 **(2) The landlord may:**

27 **(a) Provide greater financial incentive to encourage the tenant to accept an earlier ter-**
28 **mination date than that provided in subsection (1) of this section; or**

29 **(b) Contract with the tenant for a mutually acceptable arrangement to assist the ten-**
30 **ant's move.**

31 **(3) The Housing and Community Services Department shall adopt rules to administer this**
32 **section.**

33 **(4)(a) A landlord may not increase the rent for a dwelling unit for the purpose of offset-**
34 **ting the payments required under this section.**

35 **(b) A landlord may not increase the rent for a dwelling unit after giving a notice of ter-**
36 **mination under this section to the tenant.**

37 **(5) Nothing in subsection (1) of this section shall prevent a landlord from relocating a**
38 **floating home to another comparable space in the same marina, or in another marina owned**
39 **by the same owner in the same city, if the landlord desires or is required to make repairs,**
40 **to remodel or to modify the tenant's original space.**

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

44 **(7) If a landlord is required to close a marina by the exercise of eminent domain or by**
45 **order of a federal, state or local agency, the landlord shall notify the marina tenants no later**

1 than 15 days after the landlord receives notice of the exercise of eminent domain or of the
2 agency order. The notice to the tenants shall be in writing, designate the date of closure,
3 state the reason for the closure and describe any government relocation benefits known by
4 the landlord to be available to the tenants.

5
6 **TERMINATION OF TENANCY**
7

8 **SECTION 26.** Sections 27 to 29 of this 2007 Act are added to and made a part of ORS
9 90.100 to 90.459.

10 **SECTION 27.** (1) As used in this section and sections 28 and 29 of this 2007 Act, “rent”
11 does not include funds paid under the United States Housing Act of 1937 (42 U.S.C. 1437f).

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

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

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

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

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

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

21 (4) A landlord does not waive the right to terminate a rental agreement for a violation
22 under any of the following circumstances:

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

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

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

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

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

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

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

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

39 (d) The termination is under ORS 90.396.

40 (e) The landlord accepts:

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

43 (B) Rent distributed pursuant to a court order releasing money paid into court as pro-
44 vided by ORS 90.370 (1); or

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

1 advance.

2 (5) For a continuous or ongoing violation, the landlord's written warning notice under
3 subsection (4)(b) of this section remains effective for 12 months and may be renewed with a
4 new warning notice before the end of the 12 months.

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

8 **SECTION 28.** (1) If a notice of termination has been given by the landlord or the tenant,
9 the following do not waive the right of the landlord to terminate on the notice and do not
10 reinstate the tenancy:

11 (a) Except when the notice is a nonpayment of rent termination notice under ORS 90.394,
12 the acceptance of rent if:

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

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

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

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

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

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

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

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

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

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

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

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

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

43 **SECTION 29.** (1) A tenant's duty regarding rent payments is to tender to the landlord
44 an offer of the full amount of rent owed within the time allowed by law and by the rental
45 agreement provisions regarding payment. A landlord may refuse to accept a rent tender that

1 is for less than the full amount of rent owed or that is untimely.

2 (2) A landlord may accept a partial payment of rent. The acceptance of a partial payment
3 of rent in a manner consistent with subsection (3) of this section does not constitute a
4 waiver under section 27 (2)(b) of this 2007 Act of the landlord's right to terminate the
5 tenancy under ORS 90.394 for nonpayment of the balance of the rent owed.

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

10 (4) The acceptance of a partial payment of rent waives the right of the landlord to ter-
11 minate the tenant's rental agreement under ORS 90.394 for nonpayment of rent unless:

12 (a)(A) The landlord accepted the partial payment of rent before the landlord gave a non-
13 payment of rent termination notice under ORS 90.394 based on the tenant's agreement to
14 pay the balance by a time certain and the tenant does not pay the balance of the rent as
15 agreed;

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

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

21 (b) The landlord accepted a partial payment of rent after giving a nonpayment of rent
22 termination notice under ORS 90.394 and entered into a written agreement with the tenant
23 that the acceptance does not constitute waiver. The agreement may provide that the landlord
24 may terminate the rental agreement and take possession as provided in ORS 105.105 to
25 105.168 without serving a new notice under ORS 90.394 if the tenant fails to pay the balance
26 of the rent by a time certain.

27 (5) Notwithstanding any acceptance of a partial payment of rent under subsection (4) of
28 this section, the tenant continues to owe the landlord the unpaid balance of the rent.

29 **SECTION 30.** ORS 90.415 and 316.153 are repealed.

30 **SECTION 30a.** The repeal of ORS 316.153 by section 30 of this 2007 Act applies to tax
31 years beginning on or after January 1, 2007.

32 **SECTION 31.** ORS 90.425 is amended to read:

33 90.425. (1) As used in this section:

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

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

43 (c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or
44 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
45 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of

1 a facility.

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

4 (e) "Of record" means:

5 (A) For a recreational vehicle that is not a manufactured structure as defined in ORS 446.561,
6 that a security interest has been properly recorded with the Department of Transportation pursuant
7 to ORS 802.200 (1)(a)(A) and 803.097.

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

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

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

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

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

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

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

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

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

36 (a) Personally delivered to the tenant; or

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

38 (A) The premises;

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

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

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

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

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

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

3 and

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

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

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

10 (A) Actually known to the landlord;

11 (B) Of record; and

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

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

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

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

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

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

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

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

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

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

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

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

3 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
4 45 days after personal delivery or mailing of the notice; or

5 (b) For all other abandoned personal property, not less than five days after personal delivery
6 or eight days after mailing of the notice.

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

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

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

14 (A) Promptly dispose of rotting food; and

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

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

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

27 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
28 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
29 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
30 sonal property from the premises or from the place of safekeeping, the landlord must make that
31 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
32 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling
33 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
34 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
35 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
36 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
37 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
38 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to [ORS
39 90.415] **section 27 or 29 of this 2007 Act.**

40 (9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or
41 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the
42 time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the per-
43 sonal property within the time required by subsection (8) of this section or by any date agreed to
44 with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is con-
45 clusively presumed to be abandoned. The tenant and any lienholder or owner that have been given

1 notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution
2 of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest
3 to the personal property and may not claim or sell the property.

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

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

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

10 (B) The landlord shall:

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

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

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

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

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

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

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

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

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

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

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

35 (A) For a manufactured dwelling or floating home, the current market value of the property is
36 \$8,000 or less as determined by the county assessor; or

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

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

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

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

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

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

5 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
6 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition
7 of the dwelling or home to:

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

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

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

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

14 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
2 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
3 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
4 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
5 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
6 may include a copy of the proposed storage agreement with the notice of abandoned property re-
7 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
8 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
9 to the landlord within the 60-day period.

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

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

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

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

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

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

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

44 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written
45 notice to the landlord and may remove the property from the rented space if the lienholder has paid

1 all storage charges and other charges as provided in the agreement.

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

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

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

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

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

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

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

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

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

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

43 (g) If the representative or person violates the storage agreement, the landlord may terminate
44 the agreement by giving at least 30 days' written notice to the representative or person stating facts
45 sufficient to notify the representative or person of the reason for the termination. Unless the rep-

1 representative or person corrects the violation within the notice period, the agreement terminates as
2 provided and the landlord may sell or dispose of the dwelling or home without further notice to the
3 representative or person.

4 (h) Upon the failure of a representative or person to enter into a storage agreement as provided
5 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the
6 representative or person has sold or removed the manufactured dwelling or floating home, the
7 landlord may sell or dispose of the property pursuant to this section without further notice to the
8 representative or person.

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

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

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

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

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

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

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

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

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

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

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

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

5 (B) That the landlord has hired, or will hire, a contractor to assess the level of contamination
6 of the site and to decontaminate the site;

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

9 (D) That the tenant may contact the contractor to determine whether any of the tenant's per-
10 sonal property may be removed from the premises or may be decontaminated at the tenant's expense
11 and then removed.

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

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

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

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

25 (24) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 and
26 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord
27 as an alternative to the procedures required in this section.

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

32 (A) The landlord;

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

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

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

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

43 **SECTION 32.** ORS 90.630 is amended to read:

44 90.630. (1) Except as provided in subsection (4) of this section, the landlord may terminate a
45 rental agreement that is a month-to-month or fixed term tenancy for space for a manufactured

1 dwelling or floating home by giving to the tenant not less than 30 days' notice in writing before the
2 date designated in the notice for termination if the tenant:

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

5 (b) Violates a rule or rental agreement provision related to the tenant's conduct as a tenant and
6 imposed as a condition of occupancy, including but not limited to a material noncompliance with a
7 rental agreement regarding a program of recovery in drug and alcohol free housing; *[or]*

8 **(c) Is determined to be a predatory sex offender under ORS 181.585 to 181.587; or**

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

10 (A) Late charge pursuant to ORS 90.260;

11 (B) Fee pursuant to ORS 90.302; or

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

13 (2) A violation making a tenant subject to termination under subsection (1) of this section in-
14 cludes a tenant's failure to maintain the space as required by law, ordinance, rental agreement or
15 rule, but does not include the physical condition of the dwelling or home. Termination of a rental
16 agreement based upon the physical condition of a dwelling or home shall only be as provided in ORS
17 90.632.

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

21 (4) The tenant may avoid termination of the tenancy by correcting the violation within the
22 30-day period specified in subsection (1) of this section. However, if substantially the same act or
23 omission that constituted a prior violation of which notice was given recurs within six months after
24 the date of the notice, the landlord may terminate the tenancy upon at least 20 days' written notice
25 specifying the violation and the date of termination of the tenancy.

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

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

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

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

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

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

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

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

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

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

5 [(9) (6) This section does not limit a landlord's right to terminate a tenancy for nonpayment of
6 rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by com-
7 plying with ORS 105.105 to 105.168.

8 [(10) (7) A tenancy terminates on the date designated in the notice and without regard to the
9 expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Un-
10 less otherwise agreed, rent is uniformly apportionable from day to day.

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

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

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

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

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

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

37 [(c) (10) The landlord may give a copy of the notice required by [paragraph (a) of this] sub-
38 section (8) **of this section** to any lienholder of the manufactured dwelling or floating home by first
39 class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A
40 landlord is not liable to a tenant for any damages incurred by the tenant as a result of the landlord
41 giving a copy of the notice in good faith to a lienholder. A lienholder's rights and obligations re-
42 garding an abandoned manufactured dwelling or floating home shall be as provided under ORS
43 90.675.

44 **SECTION 32a.** ORS 90.260 is amended to read:

45 90.260. (1) A landlord may impose a late charge or fee, however designated, only if:

1 (a) The rent payment is not received by the fourth day of the weekly or monthly rental period
2 for which rent is payable; and

3 (b) There exists a written rental agreement that specifies:

4 (A) The tenant's obligation to pay a late charge on delinquent rent payments;

5 (B) The type and amount of the late charge, as described in subsection (2) of this section; and

6 (C) The date on which rent payments are due and the date or day on which late charges become
7 due.

8 (2) The amount of any late charge may not exceed:

9 (a) A reasonable flat amount, charged once per rental period. "Reasonable amount" means the
10 customary amount charged by landlords for that rental market;

11 (b) A reasonable amount, charged on a per-day basis, beginning on the fifth day of the rental
12 period for which rent is delinquent. This daily charge may accrue every day thereafter until the
13 rent, not including any late charge, is paid in full, through that rental period only. The per-day
14 charge may not exceed six percent of the amount described in paragraph (a) of this subsection; or

15 (c) Five percent of the periodic rent payment amount, charged once for each succeeding five-day
16 period, or portion thereof, for which the rent payment is delinquent, beginning on the fifth day of
17 that rental period and continuing and accumulating until that rent payment, not including any late
18 charge, is paid in full, through that rental period only.

19 (3) In periodic tenancies, a landlord may change the type or amount of late charge by giving 30
20 days' written notice to the tenant.

21 (4) A landlord may not deduct a previously imposed late charge from a current or subsequent
22 rental period rent payment, thereby making that rent payment delinquent for imposition of a new
23 or additional late charge or for termination of the tenancy for nonpayment under ORS 90.394.

24 (5) A landlord may charge simple interest on an unpaid late charge at the rate allowed for
25 judgments pursuant to ORS 82.010 (2) and accruing from the date the late charge is imposed.

26 (6) Nonpayment of a late charge alone is not grounds for termination of a rental agreement for
27 nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for
28 cause under ORS 90.392 or 90.630 (1). A landlord may note the imposition of a late charge on a
29 [notice of] nonpayment of rent **termination notice** under ORS 90.394, so long as the notice states
30 or otherwise makes clear that the tenant may cure the nonpayment notice by paying only the de-
31 linquent rent, not including any late charge, within the allotted time.

32 (7) A late charge includes an increase or decrease in the regularly charged periodic rent pay-
33 ment imposed because a tenant does or does not pay that rent by a certain date.

34 **SECTION 33.** ORS 90.632 is amended to read:

35 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
36 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
37 physical condition of the manufactured dwelling or floating home, only by complying with this sec-
38 tion and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

39 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider
40 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original
41 construction material of the dwelling or home or because the dwelling or home was built prior to
42 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42
43 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance
44 with the state building code as defined in ORS 455.010.

45 (3) Except as provided in subsection (5) of this section, if the tenant's dwelling or home is in

1 disrepair or is deteriorated, a landlord may terminate a rental agreement and require the removal
2 of a dwelling or home by giving to the tenant not less than 30 days' written notice before the date
3 designated in the notice for termination.

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

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

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

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

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

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

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

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

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

30 (a) An additional 60 days if:

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

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

36 (b) An additional six months if the disrepair or deterioration has existed for more than the
37 preceding 12 months with the landlord's knowledge or acceptance as described in [ORS 90.415 (1)]
38 **section 27 of this 2007 Act.**

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

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

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

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

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

14 **SECTION 34.** ORS 90.675 is amended to read:

15 90.675. (1) As used in this section:

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

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

24 (c) "Lienholder" means any lienholder of abandoned personal property, if the lien is of record
25 or the lienholder is actually known to the landlord.

26 (d) "Of record" means:

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

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

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

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

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

45 (b) The tenant has been absent from the premises continuously for seven days after termination

1 of a tenancy by a court order that has not been executed; or

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

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

6 (a) Personally delivered to the tenant; or

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

8 (A) The premises;

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

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

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

14 (A) Any lienholder of the personal property;

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

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

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

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

22 (A) Actually known to the landlord;

23 (B) Of record; and

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

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

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

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

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

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

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

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

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

44 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to
45 remove the personal property within 30 days after that contact, the landlord may sell or dispose of

1 the personal property. If the landlord reasonably believes the county assessor will determine that
2 the current market value of the personal property is \$8,000 or less, and the landlord intends to
3 dispose of the property if the property is not claimed, the notice shall state that belief and intent;
4 and

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

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

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

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

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

15 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of
16 this section or otherwise, responds by actual notice to the landlord on or before the specified date
17 in the landlord's notice that the tenant or lienholder intends to remove the personal property from
18 the premises, the landlord must make that personal property available for removal by the tenant or
19 lienholder by appointment at reasonable times during the 30 days following the date of the response,
20 subject to subsection (18) of this section. If the personal property is considered to be abandoned
21 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-
22 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this
23 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by
24 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver
25 pursuant to **[ORS 90.415] section 27 or 29 of this 2007 Act.**

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

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

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

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

39 (B) The landlord shall:

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

42 (I) That the personal property is abandoned;

43 (II) The tenant's name;

44 (III) The address and any space number where the personal property is located, and any plate,
45 registration or other identification number for a floating home noted on the title, if actually known

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

1 three years, the deposited proceeds revert to the general fund of the county and are available for
2 general purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 or

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

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

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

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

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

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

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

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

37 (D) The lienholder repair any defects in the physical condition of the personal property that
38 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-
39 pairs are reasonably described in the storage agreement and, for homes that were first placed on
40 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-
41 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the
42 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-
43 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving
44 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of
45 the reason for termination. Unless the lienholder corrects the violation within the notice period, the

1 agreement terminates as provided and the landlord may sell or dispose of the property without fur-
2 ther notice to the lienholder.

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

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

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

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

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

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

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

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

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

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

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

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

45 (d) If a personal representative, designated person or other person entitled to possession of the

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

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

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

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

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

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

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

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

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

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

45 (B) The notice must state that a governmental agency has determined that the property consti-

1 tutes an extreme health or safety hazard and must be removed quickly; and

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

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

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

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

12 (A) The landlord;

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

16 (C) Any lienholder.

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

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

23 **SECTION 35.** ORS 90.680 is amended to read:

24 90.680. (1) A landlord may not deny any manufactured dwelling or floating home space tenant
25 the right to sell a manufactured dwelling or floating home on a rented space or require the tenant
26 to remove the dwelling or home from the space solely on the basis of the sale.

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

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

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

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

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

42 (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell
43 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of
44 all properly functioning smoke alarms and any other rules and regulations of the facility such as
45 those described in ORS 90.510 (5)(b), (f), (h) and (i); and

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

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

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

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

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

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

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

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

42 (b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home
43 as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

44 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or
45 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental

1 agreement only if the new tenant agrees in writing.

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

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

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

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

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

31 **SECTION 36.** ORS 105.120 is amended to read:

32 105.120. (1) **As used in this section, "rent" does not include funds paid under the United**
33 **States Housing Act of 1937 (42 U.S.C. 1437f).**

34 [(1)] (2) Except as provided in subsection [(2)] (3) of this section, an action for the recovery of
35 the possession of the premises may be maintained in cases provided in ORS 105.115 (1)(b), when the
36 notice to terminate the tenancy or to quit has been served upon the tenant or person in possession
37 in the manner prescribed by ORS 91.110 and for the period prescribed by ORS 91.060 to 91.080 before
38 the commencement of the action, unless the leasing or occupation is for the purpose of farming or
39 agriculture, in which case the notice must be served for a period of 90 days before the commence-
40 ment of the action. Any person entering into the possession of real estate under written lease as the
41 tenant of another may, by the terms of the lease, waive the giving of any notice required by this
42 subsection.

43 [(2)] (3) An action for the recovery of the possession of a dwelling unit to which ORS chapter
44 90 applies may be maintained in situations described in ORS 105.115 (2) when the notice to terminate
45 the tenancy or to quit has been served by the tenant upon the landlord or by the landlord upon the

1 tenant or person in possession in the manner prescribed by ORS 90.155.

2 [(3)] (4) Except when a tenancy involves a dwelling unit subject to ORS chapter 90, the service
3 of a notice to quit upon a tenant or person in possession does not authorize an action to be main-
4 tained against the tenant or person in possession for the possession of premises before the expiration
5 of any period for which the tenant or person has paid the rent of the premises in advance.

6 [(4)] (5) An action to recover possession of a dwelling unit subject to ORS chapter 90 may not
7 be brought or filed against a tenant or person in possession based upon a notice under ORS 90.427
8 to terminate the tenancy until after the expiration of any period for which the tenant or person has
9 paid the rent of the dwelling unit in advance, unless:

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

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

16 **SECTION 37.** ORS 90.300 is amended to read:

17 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

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

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

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

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

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

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

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

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

42 (7) Any last month's rent deposit must be applied to the rent due for the last month of the
43 tenancy:

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

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

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

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

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

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

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

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

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

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

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

31 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
32 90.425 (10)(b) or 90.675 (10)(b); or

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

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

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

40 (b) Withheld in bad faith.

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

43 (b) If a security deposit or prepaid rent is delivered to a garnishor in violation of ORS 18.618
44 (2), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the
45 tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered

1 to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails
2 to restore a security deposit or prepaid rent under the provisions of this paragraph before the
3 tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant
4 after the garnishment, the landlord is not required to refund or account for the security deposit or
5 prepaid rent under subsection (9) of this section.

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

8
9 **MANUFACTURED DWELLING PARK MANAGEMENT TRAINING**

10
11 **SECTION 38.** Section 2, chapter 619, Oregon Laws 2005, is amended to read:

12 **Sec. 2.** (1) Every landlord of a facility shall register in writing with the Housing and Community
13 Services Department. The registration shall consist of the following information:

14 (a) The name and business mailing address of the landlord and of any person authorized to
15 manage the premises.

16 (b) The name of the facility.

17 (c) The physical address of the facility or, if different from the physical address, the mailing
18 address.

19 (d) A telephone number of the facility.

20 (e) The total number of spaces in the facility.

21 **(2)(a) The landlord of a new facility shall register with the department no later than 60**
22 **days after the opening of the facility.**

23 **(b)** A landlord shall notify the department in writing of any change in the required registration
24 information no later than 60 days after the change.

25 (3) The department shall confirm receipt of a registration or a change in registration informa-
26 tion.

27 (4) Notwithstanding subsections (1) to (3) of this section, the department may provide for regis-
28 tration, registration changes and confirmation of registration to be accomplished by electronic
29 means instead of in writing.

30 **SECTION 39.** Section 3, chapter 619, Oregon Laws 2005, is amended to read:

31 **Sec. 3.** (1) At least one person for each facility who has authority to manage the premises shall,
32 every two years, complete six hours of continuing education relating to the management of facilities.
33 The following apply for a person whose continuing education is required:

34 (a) If there is any manager or owner who lives in the facility, the person completing the con-
35 tinuing education must be a manager or owner who lives in the facility.

36 (b) If no manager or owner lives in the facility, the person completing the continuing education
37 must be a manager who lives outside the facility or, if there is no manager, an owner of the facility.

38 (c) [An] **A manager or** owner may satisfy the continuing education requirement for more than
39 one facility[,] if those facilities do not have a manager or owner who lives in the facility [*or a*
40 *manager who lives outside the facility*].

41 (2) If a person becomes the facility manager or owner who is responsible for completing con-
42 tinuing education, and the person does not have a current certificate of completion issued under
43 subsection (3) of this section, the person shall complete the continuing education requirement by
44 taking the next regularly scheduled continuing education class or by taking a continuing education
45 class held within 75 days.

1 (3) The Housing and Community Services Department shall ensure that continuing education
2 classes:

3 (a) Are offered at least once every six months;

4 (b) Are taught by persons approved by the department and affiliated with a statewide nonprofit
5 trade association that represents manufactured housing interests;

6 (c) Have at least one-half of the class instruction on *[the]* **one or more** provisions of ORS
7 chapter 90, *[and]* ORS 105.105 to 105.168, *[and related law, including but not limited to]* fair housing
8 law **or other law relating to landlords and tenants**; *[and]*

9 (d) Provide a certificate of completion to all attendees *[and a record of that completion to the*
10 *department.]; and*

11 **(e) Provide the department with the following information:**

12 **(A) The name of each person who attends a class;**

13 **(B) The name of the attendee's facility;**

14 **(C) The city or county in which the attendee's facility is located;**

15 **(D) The date of the class; and**

16 **(E) The names of the persons who taught the class.**

17 (4) The department, a trade association or instructor is not responsible for the conduct of a
18 landlord, manager, owner or other person attending a continuing education class under this section.
19 This section does not create a cause of action against the department, a trade association or in-
20 structor related to the continuing education class.

21 (5) The *[landlord]* **owner** of a facility is responsible for ensuring compliance with the continuing
22 education requirements in this section.

23
24 **VACANT SPACES IN FACILITIES**

25
26 **SECTION 40.** ORS 90.730 is amended to read:

27 90.730. (1) **As used in this section, "facility common areas" means all areas under control**
28 **of the landlord and held out for the general use of tenants.**

29 *[(1)]* (2) A landlord who rents a space for a manufactured dwelling or floating home shall at all
30 times during the tenancy maintain the rented space, **vacant spaces in the facility** and the facility
31 common areas in a habitable condition. The landlord does not have a duty to maintain a dwelling
32 or home. A landlord's habitability duty under this section includes only the matters described in
33 subsections *[(2) and (3)]* (3) to (5) of this section.

34 *[(2)]* (3) For purposes of this section, a rented space is considered uninhabitable if it substantially
35 lacks:

36 (a) A sewage disposal system and a connection to the space approved under applicable law at
37 the time of installation and maintained in good working order to the extent that the sewage disposal
38 system can be controlled by the landlord;

39 (b) If required by applicable law, a drainage system reasonably capable of disposing of storm
40 water, ground water and subsurface water, approved under applicable law at the time of installation
41 and maintained in good working order;

42 (c) A water supply and a connection to the space approved under applicable law at the time of
43 installation and maintained so as to provide safe drinking water and to be in good working order
44 to the extent that the water supply system can be controlled by the landlord;

45 (d) An electrical supply and a connection to the space approved under applicable law at the time

1 of installation and maintained in good working order to the extent that the electrical supply system
2 can be controlled by the landlord;

3 (e) At the time of commencement of the rental agreement, buildings, grounds and appurtenances
4 that are kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free
5 from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

6 (f) Except as otherwise provided by local ordinance or by written agreement between the land-
7 lord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean
8 condition and good repair at the time of commencement of the rental agreement, and for which the
9 landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for
10 their removal; and

11 (g) Completion of any landlord-provided space improvements, including but not limited to in-
12 stallation of carports, garages, driveways and sidewalks, approved under applicable law at the time
13 of installation.

14 **(4) A vacant space in a facility is considered uninhabitable if the space substantially lacks**
15 **safety from the hazards of fire or injury.**

16 [(3)(a) For purposes of this section, "facility common areas" means all areas under control of the
17 landlord and held out for the general use of tenants.]

18 [(b)] **(5)** A facility common area is considered uninhabitable if it substantially lacks:

19 [(A)] **(a)** Buildings, grounds and appurtenances that are kept in every part safe for normal and
20 reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish,
21 garbage, rodents and vermin;

22 [(B)] **(b)** Safety from the hazards of fire; and

23 [(C)] **(c)** Trees, shrubbery and grass maintained in a safe manner.

24 [(4)] **(6)** The landlord and tenant may agree in writing that the tenant is to perform specified
25 repairs, maintenance tasks and minor remodeling only if:

26 (a) The agreement of the parties is entered into in good faith and not for the purpose of evading
27 the obligations of the landlord;

28 (b) The agreement does not diminish the obligations of the landlord to other tenants on the
29 premises; and

30 (c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate
31 consideration for the agreement is specifically stated.

32
33 **FACILITY LANDLORD UNFAIR TRADE PRACTICES**

34
35 **SECTION 41.** Section 13, chapter 658, Oregon Laws 2003, is amended to read:

36 **Sec. 13.** The amendments to ORS 646.605 by section 12 [of this 2003 Act], **chapter 658, Oregon**
37 **Laws 2003**, become operative on January [1, 2008] **2, 2012**.

38 **SECTION 42.** Section 14, chapter 658, Oregon Laws 2003, is amended to read:

39 **Sec. 14.** Section 2 [of this 2003 Act], **chapter 658, Oregon Laws 2003**, is repealed January [1,
40 2008] **2, 2012**.

41
42 **TENANT ASSISTANCE**

43
44 **SECTION 43.** ORS 446.525 is amended to read:

45 446.525. (1) A special assessment is levied annually upon each manufactured dwelling that is

1 assessed for ad valorem property tax purposes as personal property. The amount of the assessment
2 is \$6.

3 (2) [*On or before July 15, 1990, and*] On or before July 15 of each year [*thereafter*], the county
4 assessor shall determine and list the manufactured dwellings in the county that are assessed for the
5 current assessment year as personal property. Upon making a determination and list, the county
6 assessor shall cause the special assessment levied under subsection (1) of this section to be entered
7 on the general assessment and tax roll prepared for the current assessment year as a charge against
8 each manufactured dwelling so listed. Upon entry, the special assessment shall become a lien, be
9 assessed and be collected in the same manner and with the same interest, penalty and cost charges
10 as apply to ad valorem property taxes in this state.

11 (3) Any amounts of special assessment collected pursuant to subsection (2) of this section shall
12 be deposited in the county treasury, shall be paid over by the county treasurer to the State Treasury
13 and shall be credited to the Mobile Home Parks Account to be used exclusively for **carrying out**
14 **ORS 446.380, 446.385, 446.392 and 446.543 and** implementing the policies described in ORS 446.515.

15 (4) In lieu of the procedures under subsection (2) of this section, the Director of the Housing
16 and Community Services Department may make a direct billing of the special assessment to the
17 owners of manufactured dwellings and receive payment of the special assessment from those owners.
18 In the event that under the billing procedures any owner fails to make payment, the unpaid special
19 assessment shall become a lien against the manufactured dwelling and may be collected under con-
20 tract or other agreement by a collection agency[,] **or** may be collected under ORS 293.250, or the
21 lien may be foreclosed by suit as provided under ORS chapter 88 or as provided under ORS 87.272
22 to 87.306. Upon collection under this subsection, the amounts of special assessment shall be depos-
23 ited in the State Treasury and shall be credited to the Mobile Home Parks Account to be used ex-
24 clusively for **carrying out ORS 446.380, 446.385, 446.392 and 446.543 and** implementing the policies
25 described in ORS 446.515.

26
27 **CAPTIONS**

28
29 **SECTION 44. The unit captions used in this 2007 Act are provided only for the conven-**
30 **ience of the reader and do not become part of the statutory law of this state or express any**
31 **legislative intent in the enactment of this 2007 Act.**

32
33 **EFFECTIVE DATE**

34
35 **SECTION 45. This 2007 Act takes effect on the 91st day after the date on which the**
36 **regular session of the Seventy-fourth Legislative Assembly adjourns sine die.**

37
