

House Bill 3552

Sponsored by Representative KRUMMEL, Senator AVAKIAN

SUMMARY

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

Requires tax collector to cancel taxes and assessments on abandoned manufactured dwellings and floating homes upon occurrence of specified events.

A BILL FOR AN ACT

1
2 Relating to abandoned property; creating new provisions; and amending ORS 90.425 and 90.675.

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

4 **SECTION 1. Upon learning of any occurrence described in ORS 90.425 (14) or 90.675 (14),**
5 **the tax collector shall inform the district attorney. The tax collector and district attorney**
6 **shall promptly request, in writing, that the county court issue an order directing that the**
7 **taxes and assessments on the affected manufactured dwelling or floating home be cancelled.**
8 **The court, when so requested, shall order and direct the tax collector to cancel all unpaid**
9 **property taxes and assessments owed on the affected manufactured dwelling or floating**
10 **home. The order shall be entered in the journal of the county court.**

11 **SECTION 2.** ORS 90.425 is amended to read:

12 90.425. (1) As used in this section:

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

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

22 (c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or
23 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
24 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
25 a facility.

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

28 (e) "Of record" means:

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

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

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

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

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

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

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

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

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

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

29 (a) Personally delivered to the tenant; or

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

31 (A) The premises;

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

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

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

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

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

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

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

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

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

3 (A) Actually known to the landlord;

4 (B) Of record; and

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

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

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

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

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

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

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

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

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

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

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

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

41 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
 42 45 days after personal delivery or mailing of the notice; or

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

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

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

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

7 (A) Promptly dispose of rotting food; and

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

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

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

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

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

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

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

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

3 (B) The landlord shall:

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

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

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

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

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

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

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

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

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

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

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

28 (A) For a manufactured dwelling or floating home, the current market value of the property is
29 \$8,000 or less as determined by the county assessor; or

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

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

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

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

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

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

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

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

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

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

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

7 (B) Unpaid rent.

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

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

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

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

23 (14) The county tax collector shall cancel all unpaid property taxes and assessments owed on
 24 a manufactured dwelling or floating home, as provided under [ORS 311.790, only under one] **section**
 25 **1 of this 2007 Act if any** of the following [circumstances] **occurs**:

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

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

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

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

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

37 (d)(A) The landlord buys 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 more than \$8,000;

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

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

44 (15) The landlord is not responsible for any loss to the tenant, lienholder or owner resulting
 45 from storage of personal property in compliance with this section unless the loss was caused by the

1 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the
 2 landlord is liable for twice the actual damages sustained by the tenant, lienholder or owner.

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

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

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

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

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

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

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

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

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

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

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

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

1 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 2 to the landlord within the 60-day period.

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

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

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

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

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

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

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

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

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

44 (20) If the personal property consists of an abandoned manufactured dwelling or floating home
 45 and is considered abandoned as a result of the death of a tenant who was the only tenant and who

1 owned the dwelling or home, this section applies, except as follows:

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

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

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

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

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

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

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

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

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

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

1 representative or person.

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (C) That upon hiring the contractor, the landlord will provide to the tenant the name, address

1 and telephone number of the contractor; and

2 (D) That the tenant may contact the contractor to determine whether any of the tenant’s personal
3 property may be removed from the premises or may be decontaminated at the tenant’s expense
4 and then removed.

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

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

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

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

18 (24) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 and
19 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord
20 as an alternative to the procedures required in this section.

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

25 (A) The landlord;

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

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

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

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

36 **SECTION 3.** ORS 90.675 is amended to read:

37 90.675. (1) As used in this section:

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

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

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

3 (d) "Of record" means:

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

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

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

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

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

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

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

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

28 (a) Personally delivered to the tenant; or

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

30 (A) The premises;

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

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

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

36 (A) Any lienholder of the personal property;

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

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

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

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

44 (A) Actually known to the landlord;

45 (B) Of record; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of
 38 this section or otherwise, responds by actual notice to the landlord on or before the specified date
 39 in the landlord's notice that the tenant or lienholder intends to remove the personal property from
 40 the premises, the landlord must make that personal property available for removal by the tenant or
 41 lienholder by appointment at reasonable times during the 30 days following the date of the response,
 42 subject to subsection (18) of this section. If the personal property is considered to be abandoned
 43 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-
 44 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this
 45 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by

1 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver
 2 pursuant to ORS 90.415.

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

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

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

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

16 (B) The landlord shall:

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

19 (I) That the personal property is abandoned;

20 (II) The tenant's name;

21 (III) The address and any space number where the personal property is located, and any plate,
 22 registration or other identification number for a floating home noted on the title, if actually known
 23 to the landlord;

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

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

27 (VI) The name and telephone number of the person to contact to inspect the personal property;

28 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
 29 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or
 30 first class mail, except that for any lienholder, mail service must be by first class mail with certif-
 31 icate of mailing;

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

36 (iv) Obtain written proof from the county that all property taxes and assessments on the per-
 37 sonal property have been paid or, if not paid, that the county has authorized the sale, with the sale
 38 proceeds to be distributed pursuant to subsection (13) of this section; or

39 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the
 40 county assessor that the current market value of the property is \$8,000 or less.

41 (11)(a) A public or private sale authorized by this section must be conducted consistent with the
 42 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,
 43 manner, time, place and terms must be commercially reasonable.

44 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal
 45 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-

1 lord shall destroy or otherwise dispose of the personal property.

2 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
 3 condition of personal property, the landlord is not liable for the condition of the personal property
 4 to:

5 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with
 6 or without consideration; or

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

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

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

11 (B) Unpaid rent.

12 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall
 13 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-
 14 erty taxes and assessments owed on the dwelling or home.

15 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,
 16 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid
 17 balance owed on the lien on the personal property.

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

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

25 (14) The county tax collector shall cancel all unpaid property taxes and assessments as provided
 26 under *[ORS 311.790 only under one]* **section 1 of this 2007 Act if any** of the following
 27 *[circumstances]* **occurs:**

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

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

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

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

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

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

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

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

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

45 (15) The landlord is not responsible for any loss to the tenant or lienholder resulting from

1 storage of personal property in compliance with this section unless the loss was caused by the
2 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the
3 landlord is liable for twice the actual damages sustained by the tenant or lienholder.

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

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

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

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

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

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

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

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

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

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

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

37 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
38 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
39 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
40 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
41 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
42 may include a copy of the proposed storage agreement with the notice of abandoned property re-
43 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
44 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
45 to the landlord within the 60-day period.

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

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

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

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

15 (D) The lienholder repair any defects in the physical condition of the personal property that
16 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-
17 pairs are reasonably described in the storage agreement and, for homes that were first placed on
18 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-
19 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the
20 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-
21 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving
22 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of
23 the reason for termination. Unless the lienholder corrects the violation within the notice period, the
24 agreement terminates as provided and the landlord may sell or dispose of the property without fur-
25 ther notice to the lienholder.

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

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

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

41 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph
42 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the
43 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the
44 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder
45 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder

1 corrects the violation within the notice period, the agreement terminates as provided and the land-
 2 lord may sell or dispose of the property without further notice to the lienholder.

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

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

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

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

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

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

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

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

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

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

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

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

1 provided and the landlord may sell or dispose of the property without further notice to the repre-
 2 sentative or person.

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

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

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

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

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

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

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

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

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

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

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

35 (A) The landlord;

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

39 (C) Any lienholder.

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

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

