

A-Engrossed
Senate Bill 1056

Ordered by the Senate June 14
Including Senate Amendments dated June 14

Sponsored by Senator VERGER (at the request of Anne Johnson)

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.

Prohibits tenant of manufactured dwelling park or floating home moorage from renting or leasing dwelling or home to *[third party]* **another person** for more than three days unless tenant, *third party* **renter** and park or moorage landlord enter into written agreement. Requires that agreement contain provision for *[third party]* **renter** to pay space rent, fees and certain utility or service charges directly to park or moorage landlord.

Authorizes facility landlord to terminate subleasing agreement by giving renter written notice not less than 30 days before termination. Establishes conditions allowing landlord to sell or dispose of manufactured dwelling or floating home or of goods left by person other than tenant of facility.

A BILL FOR AN ACT

1
2 Relating to landlord-tenant law.

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

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

6 **SECTION 2. (1) A facility tenant may not rent the tenant's manufactured dwelling or**
7 **floating home to another person for a period exceeding three days unless the facility land-**
8 **lord, facility tenant and dwelling or home renter enter into a written subleasing agreement**
9 **specifying the rights and obligations of the landlord, tenant and renter during the renter's**
10 **occupancy of the dwelling or home. The subleasing agreement shall include, but need not be**
11 **limited to, provisions that require the dwelling or home renter to timely pay directly to the**
12 **facility landlord the space rent, any separately assessed fees payable under the rental**
13 **agreement and any separately billed utility or service charge described in ORS 90.532 (1)(b)**
14 **or (c), and provisions that grant the dwelling or home renter the same rights as the facility**
15 **tenant to cure a violation of the rental agreement for the facility space, to require facility**
16 **landlord compliance with ORS 90.730 and to be protected from retaliatory conduct under ORS**
17 **90.765. This subsection does not authorize a facility tenant to rent a manufactured dwelling**
18 **or floating home to another person in violation of the rental agreement between the tenant**
19 **and the facility.**

20 **(2) Notwithstanding ORS 90.100 (41), a facility tenant who enters into a subleasing**
21 **agreement continues to be the tenant of the facility space and retains all rights and obli-**
22 **gations of a facility tenant under the rental agreement and this chapter. The occupancy of**
23 **a manufactured dwelling or floating home by a renter as provided in a subleasing agreement**
24 **does not constitute abandonment of the dwelling or home by the facility tenant.**

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 (3) The rights and obligations of the dwelling or home renter under a subleasing agree-
2 ment are in addition to the rights and obligations retained by the facility tenant under sub-
3 section (2) of this section. The rights and obligations of the dwelling or home renter under
4 the subleasing agreement are separate from any rights or obligations of the renter under
5 ORS 90.100 to 90.459 applicable to the renter's occupancy of the manufactured dwelling or
6 floating home owned by the facility tenant.

7 (4) Unless otherwise provided in the subleasing agreement, a facility landlord may ter-
8 minate a subleasing agreement without cause by giving the dwelling or home renter written
9 notice not less than 30 days prior to the termination. Upon the termination of a subleasing
10 agreement by the facility landlord, whether with or without cause, the dwelling or home
11 renter and the facility tenant are excused from continued performance under any agreement
12 for the renter's occupancy of the manufactured dwelling or floating home owned by the fa-
13 cility tenant.

14 (5)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to
15 the facility tenant of a rental agreement violation or of the facility's closure, conversion or
16 sale, the landlord shall also promptly give a copy of the notice to the dwelling or home
17 renter. The giving of notice to the dwelling or home renter does not constitute notice to the
18 facility tenant unless the tenant has expressly appointed the renter as the tenant's agent for
19 purposes of receiving notice.

20 (b) If the facility landlord gives notice to the dwelling or home renter that the landlord
21 is terminating the subleasing agreement, the landlord shall also promptly give a copy of the
22 notice to the facility tenant. The landlord shall give the notice to the facility tenant in the
23 same manner as for giving notice of a rental agreement violation.

24 (c) If, during the term of a subleasing agreement, the facility tenant gives notice to the
25 facility landlord of a rental agreement violation, termination of tenancy or sale of the man-
26 ufactured dwelling or floating home, the tenant shall also promptly give a copy of the notice
27 to the dwelling or home renter.

28 (d) If the dwelling or home renter gives notice to the facility landlord of a violation of
29 ORS 90.730, the renter shall also promptly give a copy of the notice to the facility tenant.

30 SECTION 3. Section 2 of this 2007 Act applies to manufactured dwelling and floating
31 home rentals that commence on or after the effective date of this 2007 Act.

32 SECTION 4. (1) A facility landlord may not assert a lien under ORS 87.162 for dwelling
33 unit rent against a manufactured dwelling or floating home located on the dwelling unit.
34 Notwithstanding ORS 90.675, regardless of whether the owner of a manufactured dwelling or
35 floating home located on a dwelling unit qualifies as a tenant, a facility landlord that is en-
36 titled to unpaid rent and receives possession of the dwelling unit from the sheriff following
37 restitution pursuant to ORS 105.161 may sell or dispose of the dwelling or home as provided
38 in ORS 90.675.

39 (2) If a manufactured dwelling or floating home was occupied immediately prior to
40 abandonment by a person other than the dwelling unit tenant, and the name and address of
41 the person are known to the landlord, a landlord selling or disposing of the dwelling or home
42 under subsection (1) of this section shall promptly send the person a copy of the notice sent
43 to the tenant under ORS 90.675 (3). Notwithstanding ORS 90.425, the landlord may sell or
44 dispose of goods left in the dwelling or home or upon the dwelling unit by the person in the
45 same manner as if the goods were left by the tenant. If the name and address of the person

1 are known to the landlord, the landlord shall promptly send the person a copy of the written
2 notice sent to the tenant under ORS 90.425 (3) and allow the person the time described in the
3 notice to arrange for removal of the goods.

4 SECTION 5. Section 4 of this 2007 Act applies to dwelling space rent that becomes due
5 on or after the effective date of this 2007 Act.

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