

A-Engrossed Senate Bill 17

Ordered by the Senate May 4
Including Senate Amendments dated May 4

Sponsored by Senator AVAKIAN; Senator BURDICK (at the request of Manufactured Housing Landlord/Tenant Coalition)

SUMMARY

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

Establishes payment obligation for *[facility]* **manufactured dwelling park** landlord closing manufactured dwelling park or portion of park. *[Eliminates option for 180-day facility closure notice.]* Requires landlord closing *[facility]* **manufactured dwelling park** or portion of *[facility]* **park** to report to *[Housing and Community Services Department]* **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. Preempts local laws regulating *[facility]* **park** closures.

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, *[2008]* **2007**.

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.

[Changes notice and negotiation requirements for landlord selling facility.]

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.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

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

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

MANUFACTURED DWELLING PARK CLOSURE OR CONVERSION

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

SECTION 2. (1) If a manufactured dwelling park, or a portion of the park that includes

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 the space for a manufactured dwelling, is to be closed and the land or leasehold converted
2 to a use other than as a manufactured dwelling park, and the closure is not required by the
3 exercise of eminent domain or by order of federal, state or local agencies, the landlord may
4 terminate a month-to-month or fixed term rental agreement for a manufactured dwelling
5 park space:

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

8 (b) By paying a tenant, for each space for which a rental agreement is terminated, one
9 of the following amounts, adjusted as described in ORS 446.543:

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

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

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

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

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

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

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

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

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

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

26 (b) Designate the date of closure; and

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

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

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

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

39 (b) If the manufactured dwelling is abandoned:

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

42 (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned
43 manufactured dwelling.

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

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

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

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

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

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

22 (a) That is not a tenant; and

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

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

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

29 (a) The number of dwelling unit owners who moved their dwelling units out of the park;
30 and

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

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

35 (2) Subsection (1) of this section does not limit the adoption or application of a local law
36 providing incentives or bonuses to landlords that voluntarily preserve or create affordable
37 housing related to the closing or partial closing of a manufactured dwelling park.

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

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

45 SECTION 6. ORS 90.100 is amended to read:

1 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

23 (9) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
24 dence or sleeping place by one person who maintains a household or by two or more persons who
25 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
26 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
27 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
28 not the manufactured dwelling, recreational vehicle or floating home itself.

29 (10) "Essential service" means:

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

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

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

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

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

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

45 (11) "Facility" means[:] **a manufactured dwelling park or a marina.**

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

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

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

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

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

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

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

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

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

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

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

23 (21) “Landlord’s agent” means a person who has oral or written authority, either express or
24 implied, to act for or on behalf of a landlord.

25 (22) “Last month’s rent deposit” means a type of security deposit, however designated, the pri-
26 mary function of which is to secure the payment of rent for the last month of the tenancy.

27 (23) “Manufactured dwelling” means a residential trailer, a mobile home or a manufactured
28 home as those terms are defined in ORS 446.003. “Manufactured dwelling” includes an accessory
29 building or structure. “Manufactured dwelling” does not include a recreational vehicle.

30 **(24) “Manufactured dwelling park” means a place where four or more manufactured**
31 **dwellings are located, the primary purpose of which is to rent space or keep space for rent**
32 **to any person for a charge or fee.**

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

37 [(24)] **(26)** “Month-to-month tenancy” means a tenancy that automatically renews and continues
38 for successive monthly periods on the same terms and conditions originally agreed to, or as revised
39 by the parties, until terminated by one or both of the parties.

40 [(25)] **(27)** “Organization” includes a corporation, government, governmental subdivision or
41 agency, business trust, estate, trust, partnership or association, two or more persons having a joint
42 or common interest, and any other legal or commercial entity.

43 [(26)] **(28)** “Owner” includes a mortgagee in possession and means one or more persons, jointly
44 or severally, in whom is vested:

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

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

3 [(27)] **(29)** “Person” includes an individual or organization.

4 [(28)] **(30)** “Premises” means:

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

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

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

10 [(29)] **(31)** “Prepaid rent” means any payment of money to the landlord for a rent obligation not
11 yet due. In addition, “prepaid rent” means rent paid for a period extending beyond a termination
12 date.

13 [(30)] **(32)** “Recreational vehicle” has the meaning given that term in ORS 446.003.

14 [(31)] **(33)** “Rent” means any payment to be made to the landlord under the rental agreement,
15 periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a
16 dwelling unit to the exclusion of others. “Rent” does not include security deposits, fees or utility
17 or service charges as described in ORS 90.315 (4) and 90.532.

18 [(32)] **(34)** “Rental agreement” means all agreements, written or oral, and valid rules and regu-
19 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the
20 use and occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental
21 agreement shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

22 [(33)] **(35)** “Roomer” means a person occupying a dwelling unit that does not include a toilet and
23 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
24 where one or more of these facilities are used in common by occupants in the structure.

25 [(34)] **(36)** “Screening or admission criteria” means a written statement of any factors a landlord
26 considers in deciding whether to accept or reject an applicant and any qualifications required for
27 acceptance. “Screening or admission criteria” includes, but is not limited to, the rental history,
28 character references, public records, criminal records, credit reports, credit references and incomes
29 or resources of the applicant.

30 [(35)] **(37)** “Security deposit” means a refundable payment or deposit of money, however desig-
31 nated, the primary function of which is to secure the performance of a rental agreement or any part
32 of a rental agreement. “Security deposit” does not include a fee.

33 [(36)] **(38)** “Sexual assault” has the meaning given that term in ORS 147.450.

34 [(37)] **(39)** “Squatter” means a person occupying a dwelling unit who is not so entitled under a
35 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. “Squatter”
36 does not include a tenant who holds over as described in ORS 90.427 (4).

37 [(38)] **(40)** “Stalking” means the behavior described in ORS 163.732.

38 [(39)] **(41)** “Statement of policy” means the summary explanation of information and facility
39 policies to be provided to prospective and existing tenants under ORS 90.510.

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

43 [(41)] **(43)** “Tenant” means a person, including a roomer, entitled under a rental agreement to
44 occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or
45 controlled by a public housing authority. “Tenant” also includes a minor, as defined and provided

1 for in ORS 109.697. As used in ORS 90.505 to 90.840, “tenant” includes only a person who owns and
 2 occupies as a residence a manufactured dwelling or a floating home in a facility and persons resid-
 3 ing with that tenant under the terms of the rental agreement.

4 [(42)] (44) “Transient lodging” means a room or a suite of rooms.

5 [(43)] (45) “Transient occupancy” means occupancy in transient lodging that has all of the fol-
 6 lowing characteristics:

7 (a) Occupancy is charged on a daily basis and is not collected more than six days in advance;

8 (b) The lodging operator provides maid and linen service daily or every two days as part of the
 9 regularly charged cost of occupancy; and

10 (c) The period of occupancy does not exceed 30 days.

11 [(44)] (46) “Vacation occupancy” means occupancy in a dwelling unit, not including transient
 12 occupancy in a hotel or motel, that has all of the following characteristics:

13 (a) The occupant rents the unit for vacation purposes only, not as a principal residence;

14 (b) The occupant has a principal residence other than at the unit; and

15 (c) The period of authorized occupancy does not exceed 45 days.

16 [(45)] (47) “Victim” means a person who is the subject of domestic violence, sexual assault or
 17 stalking. “Victim” includes a parent or guardian of a minor who is the subject of domestic violence,
 18 sexual assault or stalking.

19 [(46)] (48) “Week-to-week tenancy” means a tenancy that has all of the following characteristics:

20 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven
 21 days;

22 (b) There is a written rental agreement that defines the landlord’s and the tenant’s rights and
 23 responsibilities under this chapter; and

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

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

27 90.635. (1) If a [*facility is closed*] **manufactured dwelling park** or a portion of a [*facility*] **man-**
 28 **ufactured dwelling park** is closed, resulting in the termination of the rental agreement between the
 29 landlord of the [*facility*] **park** and a tenant renting space for a manufactured dwelling, whether be-
 30 cause of the exercise of eminent domain, by order of [*the*] **a federal**, state or local [*agencies,*] **agency**
 31 or as provided under [*ORS 90.630 (5)*] **section 2 (1) of this 2007 Act**, the landlord shall provide
 32 notice to the tenant of the tax credit provided under [*ORS 316.153*] **section 17 of this 2007 Act**.
 33 The notice shall state the eligibility requirements for the credit, information on how to apply for the
 34 credit and any other information required by the Office of Manufactured Dwelling Park Community
 35 Relations **or the Department of Revenue** by rule. **The notice shall also state that the closure**
 36 **may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.**

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

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

41 [(2) *The landlord shall send the notice described under subsection (1) of this section to a tenant*
 42 *affected by a facility closure on or before:*]

43 [(a) *The date notice of rental termination must be given to the tenant under ORS 90.630 (5), if ap-*
 44 *plicable; or]*

45 [(b) *In the event of facility closure by exercise of eminent domain or by order of a state or local*

1 *agency, within 15 days of the date the landlord received notice of the closure.]*

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

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

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

7 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative
8 plan, the declarant may negotiate to sell a lot in a manufactured dwelling park or a mobile home
9 park for which approval is required under ORS 92.830 to 92.845.

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

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

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

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

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

23 (5) Prior to any sale of a lot in a subdivision created in the park, the declarant must provide
24 the tenant or other potential purchaser of the lot with information about the homeowners associ-
25 ation formed by the declarant as required by ORS 94.625. The information must, at a minimum, in-
26 clude the association name and type and any rights set forth in the declaration required by ORS
27 94.580.

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

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

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

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

40 446.543. (1) An Office of Manufactured Dwelling Park Community Relations is established in the
41 Housing and Community Services Department.

42 (2) Office personnel shall:

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

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

3 (c) Maintain a current list of manufactured dwelling parks in the state, indicating the total
4 number of spaces;

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

7 (e) Take other actions or perform such other duties as the Director of the Housing and Com-
8 munity Services Department deems necessary or appropriate.

9 **(3) The office shall adopt rules to administer sections 2 and 3 of this 2007 Act. The office**
10 **may annually adopt rules adjusting the payment amounts described in section 2 (1) of this**
11 **2007 Act to reflect changes in the Portland-Salem Consumer Price Index for All Urban Con-**
12 **sumers for All Items, as reported by the United States Bureau of Labor Statistics.**

13 RELOCATION OF DISPLACED MANUFACTURED DWELLINGS

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15
16 **SECTION 10.** ORS 197.485 is amended to read:

17 197.485. (1) A jurisdiction may not prohibit placement of a manufactured dwelling, due solely to
18 its age, in a mobile home or manufactured dwelling park in a zone with a residential density of eight
19 to 12 units per acre.

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

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

28 TENANT TAX EXEMPTIONS AND CREDITS

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30
31 **SECTION 11.** Section 12 of this 2007 Act is added to and made a part of ORS chapter 316.

32 **SECTION 12.** 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 13.** Section 14 of this 2007 Act is added to and made a part of ORS chapter 317.

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

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

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

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

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

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

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

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

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

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

11 (b) Ends tenancy at the manufactured dwelling park site in response to the delivered
12 notice described in paragraph (a) of this subsection. For purposes of this paragraph:

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

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

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

25 (4) An individual may not claim more than one credit under this section for tenancies
26 ended during the tax year.

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

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

37 **SECTION 18.** Section 17 of this 2007 Act applies to individuals whose household ends
38 tenancy at a manufactured dwelling park site during a tax year that begins on or after Jan-
39 uary 1, 2007.

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

42 316.502. (1) The net revenue from the tax imposed by this chapter, after deducting refunds, shall
43 be paid over to the State Treasurer and held in the General Fund as miscellaneous receipts avail-
44 able generally to meet any expense or obligation of the State of Oregon lawfully incurred.

45 (2) A working balance of unreceipted revenue from the tax imposed by this chapter may be re-

1 tained for the payment of refunds, but such working balance shall not at the close of any fiscal year
2 exceed the sum of \$1 million.

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

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

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

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

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

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

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

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

17 (b) The refund payments in excess of tax liability authorized under ORS 315.262 **and section**
18 **17 of this 2007 Act.**

19 **SECTION 20a.** The amendments to ORS 316.502 by sections 19 and 20 of this 2007 Act
20 apply to refunds for credits claimed for tax years beginning on or after January 1, 2007.

21
22 **MANUFACTURED DWELLING PARK LANDLORD TAX EXEMPTIONS**

23
24 **SECTION 21.** Section 7, chapter 826, Oregon Laws 2005, is amended to read:

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

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

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

30
31 **ASSESSMENT OF CLOSED MANUFACTURED DWELLING PARK**

32
33 **SECTION 23.** (1) For purposes of ORS 308.232, the assessed value of property converted
34 from a manufactured dwelling park to other use shall be not more than its assessed value
35 as it appears in the last certified assessment roll next preceding the date on which the ap-
36 plication for limited assessment is filed with the governing body as provided in subsection (2)
37 of this section. If a certificate of qualification is filed with the assessor as provided in sub-
38 section (4) of this section after December 31 and before April 1, the limited assessment shall
39 apply with respect to the first assessment roll certified after that date or, if the certificate
40 of qualification is filed on or after April 1 and before January 1, the limited assessment shall
41 apply as of the following January 1, and shall continue to apply for a total of five consecutive
42 assessment rolls.

43 (2) To qualify for the limited assessment under this section, the owner of property de-
44 scribed in subsection (1) of this section shall file an application for limited assessment with
45 the governing body that contains any information the governing body deems necessary to

1 **determine whether the property qualifies for limited assessment.**

2 **(3) The governing body or its duly authorized agent shall approve or deny an application**
3 **filed under subsection (2) of this section within 90 days after receipt of the application. An**
4 **application not acted upon within 90 days shall be deemed approved.**

5 **(4) The governing body shall complete a certificate of qualification on a form approved**
6 **by the Department of Revenue and file the certificate with the county assessor. The certif-**
7 **icate shall contain a statement by a duly authorized agent of the governing body that the**
8 **property qualifies for limited assessment under this section. In addition, the governing body**
9 **shall file with the county assessor copies of applications filed and deemed approved under**
10 **subsections (2) and (3) of this section.**

11 **(5) If the application is denied, the governing body or its authorized agent shall state in**
12 **writing the reasons for denial and send the notice to the applicant at the last-known address**
13 **of the applicant within 10 days after the denial.**

14 **(6) Upon denial by a duly authorized agent, an applicant may appeal the denial to the**
15 **governing body within 30 days after receipt of the denial. Upon denial of the appeal by the**
16 **governing body, or denial of the application, the applicant may appeal to the circuit court,**
17 **and from the decision of the circuit court to the Court of Appeals, as provided by law.**

18 **(7) A property that has qualified for limited assessment under this section remains**
19 **qualified during the five-year period regardless of the use, zoning or ownership of the prop-**
20 **erty.**

21 **SECTION 24. Section 23 of this 2007 Act applies to the assessment of property that is**
22 **converted from use as a manufactured dwelling park on or after the effective date of this**
23 **2007 Act.**

24
25 **CLOSURE OF MARINAS**

26
27 **SECTION 25. (1) If a marina or a portion of the marina that includes a marina space is**
28 **to be closed and the land or leasehold converted to a different use, and the closure is not**
29 **required by the exercise of eminent domain or by order of a federal, state or local agency,**
30 **the landlord of the marina may terminate a month-to-month or fixed term rental agreement**
31 **for a marina space by giving the tenant:**

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

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

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

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

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

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

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

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

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

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

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

9 (6) 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 (7) If a landlord is required to close a marina by the exercise of eminent domain or by
13 order of a federal, state or local agency, the landlord shall notify the marina tenants no later
14 than 15 days after the landlord receives notice of the exercise of eminent domain or of the
15 agency order. The notice to the tenants shall be in writing, designate the date of closure,
16 state the reason for the closure and describe any government relocation benefits known by
17 the landlord to be available to the tenants.

18
19 **TERMINATION OF TENANCY**

20
21 **SECTION 26.** Sections 27 to 29 of this 2007 Act are added to and made a part of ORS
22 90.100 to 90.459.

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

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

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

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

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

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

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

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

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

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

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

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

45 (C) States that a reoccurrence of the conduct that constitutes a violation may result in

1 a termination of the tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630.

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

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

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

7 (d) The termination is under ORS 90.396.

8 (e) The landlord accepts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (2) The following do not waive the right of the landlord to terminate on a notice of ter-

1 mination given by the landlord or the tenant and do not reinstate a tenancy:

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

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

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

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

11 **SECTION 29.** (1) A tenant's duty regarding rent payments is to tender to the landlord
12 an offer of the full amount of rent owed within the time allowed by law and by the rental
13 agreement provisions regarding payment. A landlord may refuse to accept a rent tender that
14 is for less than the full amount of rent owed or that is untimely.

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

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

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

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

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

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

34 (b) The landlord accepted a partial payment of rent after giving a nonpayment of rent
35 termination notice under ORS 90.394 and entered into a written agreement with the tenant
36 that the acceptance does not constitute waiver. The agreement may provide that the landlord
37 may terminate the rental agreement and take possession as provided in ORS 105.105 to
38 105.168 without serving a new notice under ORS 90.394 if the tenant fails to pay the balance
39 of the rent by a time certain.

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

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

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

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

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

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

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

11 (c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or
12 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
13 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
14 a facility.

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

17 (e) "Of record" means:

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

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

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

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

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

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

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

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

45 (c) The landlord receives possession of the premises from the sheriff following restitution pur-

1 suant to ORS 105.161.

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

4 (a) Personally delivered to the tenant; or

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

6 (A) The premises;

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

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

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

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

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

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

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

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

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

23 (A) Actually known to the landlord;

24 (B) Of record; and

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

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

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

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

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

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

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

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

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

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

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

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

16 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
17 45 days after personal delivery or mailing of the notice; or

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

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

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

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

27 (A) Promptly dispose of rotting food; and

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

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

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

40 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
41 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
42 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
43 sonal property from the premises or from the place of safekeeping, the landlord must make that
44 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
45 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling

1 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
2 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
3 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
4 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
5 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
6 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to [ORS
7 90.415] **section 27 or 29 of this 2007 Act.**

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

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

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

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

23 (B) The landlord shall:

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

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

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

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

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

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

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

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

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

44 (iv) Obtain written proof from the county that all property taxes and assessments on the manu-
45 factured dwelling or floating home have been paid or, if not paid, that the county has authorized the

1 sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;

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

3 (A) For a manufactured dwelling or floating home, the current market value of the property is
4 \$8,000 or less as determined by the county assessor; or

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

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

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

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

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

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

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

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

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

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

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

27 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant, owner
12 or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee
13 to remove 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)(d) 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 de-
33 scribed in the rental agreement between the landlord and the tenant; and

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 between the landlord and the tenant.

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

45 (f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement

1 by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the
2 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the
3 notice period, the agreement terminates as provided and the landlord may sell or dispose of the
4 dwelling or home without further notice to the lienholder.

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

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

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

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

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

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

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

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

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

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

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

1 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
2 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
3 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
4 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
5 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,
6 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
7 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
8 or home on the rented space and become a tenant. The landlord also may condition approval for
9 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
10 storage charges and maintenance costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (24) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 and
39 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord
40 as an alternative to the procedures required in this section.

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

45 (A) The landlord;

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

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

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

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

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

12 90.630. (1) Except as provided in subsection (4) of this section, the landlord may terminate a
13 rental agreement that is a month-to-month or fixed term tenancy for space for a manufactured
14 dwelling or floating home by giving to the tenant not less than 30 days' notice in writing before the
15 date designated in the notice for termination if the tenant:

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

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

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

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

23 (A) Late charge pursuant to ORS 90.260;

24 (B) Fee pursuant to ORS 90.302; or

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

26 (2) A violation making a tenant subject to termination under subsection (1) of this section in-
27 cludes a tenant's failure to maintain the space as required by law, ordinance, rental agreement or
28 rule, but does not include the physical condition of the dwelling or home. Termination of a rental
29 agreement based upon the physical condition of a dwelling or home shall only be as provided in ORS
30 90.632.

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

34 (4) The tenant may avoid termination of the tenancy by correcting the violation within the
35 30-day period specified in subsection (1) of this section. However, if substantially the same act or
36 omission that constituted a prior violation of which notice was given recurs within six months after
37 the date of the notice, the landlord may terminate the tenancy upon at least 20 days' written notice
38 specifying the violation and the date of termination of the tenancy.

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

43 *[(5) The landlord of a facility may terminate a rental agreement that is a month-to-month or fixed*
44 *term tenancy for a facility space if the facility or a portion of it that includes the space is to be closed*
45 *and the land or leasehold converted to a different use, which is not required by the exercise of eminent*

1 *domain or by order of state or local agencies, by:]*

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

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

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

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

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

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

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

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

18 *[(9)] (6) This section does not limit a landlord's right to terminate a tenancy for nonpayment of*
19 *rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by com-*
20 *plying with ORS 105.105 to 105.168.*

21 *[(10)] (7) A tenancy terminates on the date designated in the notice and without regard to the*
22 *expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Un-*
23 *less otherwise agreed, rent is uniformly apportionable from day to day.*

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

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

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

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

44 *[(C)] (c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause*
45 *for termination of the tenancy and is given to the tenant concurrent with or after the third or a*

1 subsequent [*notice for*] nonpayment of rent **termination notice**.

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

5 [(c)] (10) The landlord may give a copy of the notice required by [*paragraph (a) of this*] sub-
6 section (8) of this section to any lienholder of the manufactured dwelling or floating home by first
7 class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A
8 landlord is not liable to a tenant for any damages incurred by the tenant as a result of the landlord
9 giving a copy of the notice in good faith to a lienholder. A lienholder's rights and obligations re-
10 garding an abandoned manufactured dwelling or floating home shall be as provided under ORS
11 90.675.

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

13 90.260. (1) A landlord may impose a late charge or fee, however designated, only if:

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (7) A late charge includes an increase or decrease in the regularly charged periodic rent pay-

1 ment imposed because a tenant does or does not pay that rent by a certain date.

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

3 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
4 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
5 physical condition of the manufactured dwelling or floating home, only by complying with this sec-
6 tion and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

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

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

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

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

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

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

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

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

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

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

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

43 (a) An additional 60 days if:

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

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

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

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

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

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

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

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

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

28 90.675. (1) As used in this section:

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

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

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

39 (d) "Of record" means:

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

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

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

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

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

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

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

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

19 (a) Personally delivered to the tenant; or

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

21 (A) The premises;

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

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

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

27 (A) Any lienholder of the personal property;

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

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

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

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

35 (A) Actually known to the landlord;

36 (B) Of record; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 not claim or sell the property.

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

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

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

7 (B) The landlord shall:

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

10 (I) That the personal property is abandoned;

11 (II) The tenant's name;

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

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

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

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

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

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

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

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

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

35 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal
36 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
37 lord shall destroy or otherwise dispose of the personal property.

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

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

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

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

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

2 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
28 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
29 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
30 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
31 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
32 may include a copy of the proposed storage agreement with the notice of abandoned property re-
33 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
34 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
35 to the landlord within the 60-day period.

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

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

44 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
45 quired in the agreement, if the amount of the late charge is no greater than for late charges imposed

1 on facility tenants;

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

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

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

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

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

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

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

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

45 (20) If the personal property is considered abandoned as a result of the death of a tenant who

1 was the only tenant, this section applies, except as follows:

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

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 personal property 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) to (e) and (g)(C) of this section applies, with the representative or
25 person 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 property, including a sale to a purchaser
28 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property
29 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also
30 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-
31 ment of all unpaid storage charges and maintenance costs.

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

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

42 (21) If a governmental agency determines that the condition of personal property abandoned
43 under this section constitutes an extreme health or safety hazard under state or local law and the
44 agency determines that the hazard endangers others in the facility and requires quick removal of
45 the property, the landlord may sell or dispose of the property pursuant to this subsection. The

1 landlord shall comply with all provisions of this section, except as follows:

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

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

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

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

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

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

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

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

21 (22)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-
22 plying with the provisions of this section if, after termination of the tenancy or no more than seven
23 days prior to the termination of the tenancy, the following parties so agree in a writing entered into
24 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) Any lienholder.

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

33 (23) 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 35.** ORS 90.680 is amended to read:

37 90.680. (1) A landlord may not deny any manufactured dwelling or floating home space tenant
38 the right to sell a manufactured dwelling or floating home on a rented space or require the tenant
39 to remove the dwelling or home from the space solely on the basis of the sale.

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

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

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

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

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

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

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

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

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

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

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

43 (c) If a rejection under paragraph (b) of this subsection is based upon a consumer report, as
44 defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may
45 not disclose the contents of the report to anyone other than the purchaser. The landlord shall dis-

1 close to the seller in writing that the rejection is based upon information contained within a con-
2 sumer report and that the landlord may not disclose the information within the report.

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

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

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

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

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

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

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

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

34 (10) Except as provided by subsection (9) of this section, after a tenancy has ended and during
35 the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant's
36 dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and
37 become a tenant as provided by this section, if the former tenant makes timely periodic payment of
38 all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented
39 space on which it is stored and enters the premises only with the written permission of the landlord.
40 Payment of the storage charges or maintenance of the dwelling or home and the space does not
41 create or reinstate a tenancy or create a waiver pursuant to [ORS 90.415] **section 27 or 29 of this**
42 **2007 Act**. A former tenant may not enter the premises without the written permission of the land-
43 lord, including entry to maintain the dwelling or home or the space or to facilitate a sale.

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

45 105.120. (1) **As used in this section, "rent" does not include funds paid under the United**

1 **States Housing Act of 1937 (42 U.S.C. 1437f).**

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

11 [(2)] (3) An action for the recovery of the possession of a dwelling unit to which ORS chapter
 12 90 applies may be maintained in situations described in ORS 105.115 (2) when the notice to terminate
 13 the tenancy or to quit has been served by the tenant upon the landlord or by the landlord upon the
 14 tenant or person in possession in the manner prescribed by ORS 90.155.

15 [(3)] (4) Except when a tenancy involves a dwelling unit subject to ORS chapter 90, the service
 16 of a notice to quit upon a tenant or person in possession does not authorize an action to be main-
 17 tained against the tenant or person in possession for the possession of premises before the expiration
 18 of any period for which the tenant or person has paid the rent of the premises in advance.

19 [(4)] (5) An action to recover possession of a dwelling unit subject to ORS chapter 90 may not
 20 be brought or filed against a tenant or person in possession based upon a notice under ORS 90.427
 21 to terminate the tenancy until after the expiration of any period for which the tenant or person has
 22 paid the rent of the dwelling unit in advance, unless:

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

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

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

30 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

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

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

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

45 (4) The landlord may claim all or part of the security deposit only if the security deposit was

1 made for any or all of the purposes provided by subsection (5) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
45 90.425 (10)(b) or 90.675 (10)(b); or

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

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

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

8 (b) Withheld in bad faith.

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

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

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

21
22 **MANUFACTURED DWELLING PARK MANAGEMENT TRAINING**

23
24 **SECTION 38.** Section 2, chapter 619, Oregon Laws 2005, is amended to read:

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

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

29 (b) The name of the facility.

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

32 (d) A telephone number of the facility.

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

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

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

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

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

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

44 **Sec. 3.** (1) At least one person for each facility who has authority to manage the premises shall,
45 every two years, complete six hours of continuing education relating to the management of facilities.

1 The following apply for a person whose continuing education is required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36
37 **VACANT SPACES IN FACILITIES**

38
39 **SECTION 40.** ORS 90.730 is amended to read:

40 **90.730. (1) As used in this section, "facility common areas" means all areas under control**
41 **of the landlord and held out for the general use of tenants.**

42 [(1)] (2) A landlord who rents a space for a manufactured dwelling or floating home shall at all
43 times during the tenancy maintain the rented space, **vacant spaces in the facility** and the facility
44 common areas in a habitable condition. The landlord does not have a duty to maintain a dwelling
45 or home. A landlord's habitability duty under this section includes only the matters described in

1 subsections [(2) and (3)] **(3) to (5)** of this section.

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

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

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

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

13 (d) An electrical supply and a connection to the space approved under applicable law at the time
14 of installation and maintained in good working order to the extent that the electrical supply system
15 can be controlled by the landlord;

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

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

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

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

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

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

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

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

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

37 [(4)] **(6)** The landlord and tenant may agree in writing that the tenant is to perform specified
38 repairs, maintenance tasks and minor remodeling only if:

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

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

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

45

FACILITY LANDLORD UNFAIR TRADE PRACTICES

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

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

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

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

CAPTIONS

SECTION 43. The unit captions used in this 2007 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2007 Act.

EFFECTIVE DATE

SECTION 44. This 2007 Act takes effect on the 91st day after the date on which the regular session of the Seventy-fourth Legislative Assembly adjourns sine die.