

Enrolled
House Bill 2135

Ordered printed by the Speaker pursuant to House Rule 12.00A (5). Pre-session filed (at the request of Governor Theodore R. Kulongoski for Department of Human Services)

CHAPTER

AN ACT

Relating to residential rental property smoking policies; creating new provisions; and amending ORS 90.220 and 90.427.

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

SECTION 1. Section 2 of this 2009 Act is added to and made a part of ORS 479.250 to 479.300.

SECTION 2. (1) Except as provided in subsection (2) of this section, the rental agreement for a dwelling unit regulated under ORS chapter 90 must include a disclosure of the smoking policy for the premises on which the dwelling unit is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the entire premises or allowed in limited areas on the premises. If the smoking policy allows smoking in limited areas on the premises, the disclosure must identify the areas on the premises where smoking is allowed.

(2) This section does not apply to a rental agreement subject to ORS 90.505 to 90.840 for space in a facility as defined in ORS 90.100.

SECTION 3. ORS 90.220 is amended to read:

90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally amended by the landlord or tenant.

(3) The landlord shall provide the tenant with a copy of any written rental agreement and all amendments and additions thereto.

(4) Except as provided in this subsection, the rental agreement must include a disclosure of the smoking policy for the premises that complies with section 2 of this 2009 Act. A disclosure of smoking policy is not required in a rental agreement subject to ORS 90.505 to 90.840 for space in a facility as defined in ORS 90.100.

[4] (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

[5] (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

[6] (7) Except as otherwise provided by this chapter:

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly or weekly installments at

the beginning of each month or week, depending on whether the tenancy is month-to-month or week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent may not be increased without a 30-day written notice thereof in the case of a month-to-month tenancy or a seven-day written notice thereof in the case of a week-to-week tenancy.

(b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

[(7)] (8) Except as provided by ORS 90.427 (4), a tenant is responsible for payment of rent until the earlier of:

- (a) The date that a notice terminating the tenancy expires;
- (b) The date that the tenancy terminates by its own terms;
- (c) The date that the tenancy terminates by surrender;
- (d) The date that the tenancy terminates as a result of the landlord failing to use reasonable efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3);
- (e) The date when a new tenancy with a new tenant begins;
- (f) Thirty days after delivery of possession without prior notice of termination of a month-to-month tenancy; or
- (g) Ten days after delivery of possession without prior notice of termination of a week-to-week tenancy.

SECTION 4. ORS 90.427 is amended to read:

90.427. (1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least 10 days before the termination date specified in the notice.

(2) The landlord or the tenant may terminate a month-to-month tenancy by giving to the other, at any time during the tenancy, not less than 30 days' notice in writing prior to the date designated in the notice for the termination of the tenancy.

(3) The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(4) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, the landlord may recover from the tenant any actual damages resulting from the tenant holding over, including the value of any rent accruing from the expiration or termination of the rental agreement until the landlord knows or should know that the tenant has relinquished possession to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 [(6)] (7) applies.

(5) Subsections (1) and (2) of this section shall not apply to a month-to-month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.840.

SECTION 5. Section 2 of this 2009 Act and the amendments to ORS 90.220 by section 3 of this 2009 Act apply to rental agreements that a tenant enters into on or after the effective date of this 2009 Act.

Passed by House February 24, 2009

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Chief Clerk of House

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Speaker of House

Passed by Senate May 11, 2009

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President of Senate

Received by Governor:

.....M,....., 2009

Approved:

.....M,....., 2009

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Governor

Filed in Office of Secretary of State:

.....M,....., 2009

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Secretary of State