

House Bill 2997

Sponsored by Representative CLEM

SUMMARY

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

Allows manufactured dwelling park landlord to defer or forgo payment to tenant upon park closure if closure is due to conversion of park to manufactured dwelling subdivision and tenant continues occupancy as subdivision lot tenant following conversion. Specifies conditions applicable to tenancy if manufactured dwelling park tenant continues to occupy lot following conversion of park to manufactured dwelling subdivision.

A BILL FOR AN ACT

1
2 Relating to the conversion of manufactured dwelling parks to subdivisions; creating new provisions;
3 and amending ORS 90.645.

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

5 **SECTION 1. Sections 2 and 3 of this 2009 Act are added to and made a part of ORS**
6 **chapter 90.**

7 **SECTION 2. If a manufactured dwelling park is converted to a subdivision under ORS**
8 **92.830 to 92.845, and the declarant of the subdivision retains ownership of four or more of the**
9 **subdivision lots, the lots retained by the declarant do not constitute a manufactured dwelling**
10 **park unless the declarant withdraws four or more of the lots from being offered for sale. If**
11 **a manufactured dwelling park tenant continues to occupy the lot after the park is converted**
12 **to a subdivision under ORS 92.830 to 92.845, the tenancy is subject to ORS 90.100 to 90.465**
13 **and section 3 of this 2009 Act. However, to the extent of any inconsistency, the provisions**
14 **of section 3 of this 2009 Act prevail over the provisions of ORS 90.100 to 90.465.**

15 **SECTION 3. If a declarant retains ownership of a subdivision lot after a manufactured**
16 **dwelling park is converted to a subdivision under ORS 92.830 to 92.845, and the declarant is**
17 **a landlord renting space to a tenant described in ORS 90.645 (2)(b)(C), the following provisions**
18 **apply:**

19 **(1) The rental agreement for the manufactured dwelling park space terminates upon the**
20 **date specified in the manufactured dwelling park closure notice given under ORS 90.645. The**
21 **landlord and tenant must create a new written rental agreement governing the subdivision**
22 **lot tenancy. No later than the time the tenant signs the written rental agreement for the lot,**
23 **the landlord must provide the tenant with copies of any planned community bylaws applicable**
24 **to the subdivision. The landlord shall provide the tenant with copies of new bylaws or bylaw**
25 **amendments for the planned community no later than 10 days after the landlord learns of**
26 **the new bylaws or amendments.**

27 **(2) The rental agreement for the lot must be a month-to-month or fixed term tenancy.**
28 **A rental agreement for a fixed term tenancy must be for a term of at least two years. An**
29 **offer of a rental agreement for a fixed term may not impose a term or condition that re-**
30 **quires an alteration of the manufactured dwelling or the alteration or new construction of**

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 an accessory building or structure. The rental agreement may be for a month-to-month
 2 tenancy only if:

3 (a) The landlord has offered the tenant a fixed term tenancy having terms and conditions
 4 that are the same as are customary for the manufactured dwelling park market in the area
 5 and the tenant failed to accept the offer within 30 days or unreasonably refused the offer;
 6 or

7 (b) The landlord agrees to pay the tenant the amount described in ORS 90.645 (1) if the
 8 landlord terminates the month-to-month tenancy without cause during the first two years
 9 following conversion of the manufactured dwelling park to a subdivision.

10 (3) If the rental agreement is for a month-to-month tenancy, the landlord may not in-
 11 crease the rent unless the landlord gives written notice of the increase at least 90 days be-
 12 fore the increase takes effect.

13 (4) The landlord may not prohibit the tenant from keeping a pet that the tenant pos-
 14 sessed before the conversion of the manufactured dwelling park to a subdivision. The land-
 15 lord may not prohibit the tenant from keeping a replacement pet similar to a pet the tenant
 16 possessed before the conversion of the manufactured dwelling park to a subdivision. How-
 17 ever, this subsection does not require the landlord to allow the tenant to keep a pet prohib-
 18 ited by the planned community bylaws.

19 (5) Except as provided in this subsection, the landlord may not require that the tenant
 20 pay a utility or service charge for subdivision property other than the rented lot. If the
 21 planned community assesses property owners a share of a utility or service charge for ser-
 22 vice to a common area of the planned community, the landlord may require the tenant to
 23 pay that assessment. The landlord may not increase the assessment amount or add any
 24 costs, charges or fees to the assessment.

25 (6) The landlord may terminate a month-to-month subdivision lot tenancy without cause
 26 only if the subdivision lot is sold to a third party. Notwithstanding ORS 90.392, the landlord
 27 may terminate a month-to-month or fixed term subdivision lot tenancy for cause only as
 28 provided in this section.

29 (7) The landlord may terminate the subdivision lot tenancy for:

30 (a) Material violation of a bylaw of the planned community.

31 (b) Violation of a law or ordinance relating to the tenant's conduct as a tenant, including
 32 but not limited to, violation of health, sanitation, fire safety, drainage, utility hookup or
 33 landscaping requirements, property damage or breaches of the peace.

34 (c) Failure to pay a utility or service charge assessed by the planned community.

35 (d) Failure to pay charges.

36 (e) Failure to pay a fee as described in ORS 90.302.

37 (8) The landlord may terminate the subdivision lot tenancy due to the physical condition
 38 of the manufactured dwelling if the landlord complies with ORS 105.105 to 105.168 and re-
 39 quires removal of the dwelling upon termination. However, a landlord may not require re-
 40 moval of a manufactured dwelling or consider a dwelling to be in disrepair or deteriorated,
 41 because of the age, size, style or original construction material of the dwelling or because
 42 the dwelling was built prior to adoption of the National Manufactured Housing Construction
 43 and Safety Standards Act of 1974 (42 U.S.C. 5403), in compliance with the standards of that
 44 Act in effect at that time or in compliance with the state building code as defined in ORS
 45 455.010. To terminate a tenancy under this subsection, the landlord must give the tenant a

1 written notice of termination that complies with subsection (10) of this section and that de-
2 scribes the tenant's right to have the period for correction and avoiding termination ex-
3 tended as described in subsection (9) of this section.

4 (9) A tenant may obtain an extension of the period for correcting a condition and avoid-
5 ing termination under subsection (8) of this section by giving the landlord written notice
6 describing the necessity for an extension in order to complete the correction work. The no-
7 tice must be given a reasonable amount of time prior to the end of the notice for termination
8 period. Unless the disrepair or deterioration creates a risk of imminent and serious harm to
9 other dwellings or persons, the 30-day period described in subsection (10)(a) of this section
10 for the tenant to correct the cause for termination and removal shall be extended by at least:

11 (a) An additional 60 days if:

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

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

18 (b) An additional six months if the disrepair or deterioration has existed for more than
19 the preceding 12 months with the landlord's knowledge or acceptance as described in ORS
20 90.412.

21 (10)(a) To terminate a tenancy under subsection (7) or (8) of this section, the landlord
22 must give the tenant a written notice not less than 30 days before the date designated in the
23 notice for termination. The notice must state facts sufficient to notify the tenant of the
24 reasons for termination of the tenancy and state that the tenant may avoid termination by
25 correcting the violation. Except as provided in paragraphs (b) and (c) of this subsection, the
26 tenant may avoid termination of the tenancy by correcting the violation within the 30-day
27 period.

28 (b) If substantially the same act or omission that constituted a prior violation under
29 subsection (7) of this section for which notice was given recurs within six months after the
30 date of the notice, the landlord may terminate the tenancy upon at least 20 days' written
31 notice specifying the violation and the date of termination of the tenancy. The tenant does
32 not have a right to cure a violation described in this paragraph.

33 (c) If substantially the same condition that constituted a prior cause for termination
34 under subsection (8) of this section for which notice was given recurs within 12 months after
35 the date of the notice, the landlord may terminate the tenancy and require the removal of
36 the dwelling or home upon at least 30 days' written notice specifying the violation and the
37 date of termination of the tenancy. The tenant does not have a right to cure a violation de-
38 scribed in this paragraph.

39 (11) The landlord may terminate a rental agreement under this section because of re-
40 peated late payment of rent by giving the tenant not less than 30 days' notice in writing be-
41 fore the date designated in that notice for termination and may take possession as provided
42 in ORS 105.105 to 105.168 if:

43 (a) The tenant has not paid the monthly rent prior to the eighth day of the rental period
44 as described in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS
45 90.394 (2)(b) in at least three of the preceding 12 months and the landlord has given the

1 **tenant a nonpayment of rent termination notice pursuant to ORS 90.394 (2) during each of**
 2 **those three instances of nonpayment;**

3 **(b) The landlord warns the tenant of the risk of a 30-day notice for termination with no**
 4 **right to correct the cause, upon the occurrence of a third nonpayment of rent termination**
 5 **notice within a 12-month period. The warning must be contained in at least two nonpayment**
 6 **of rent termination notices that precede the third notice within a 12-month period or in**
 7 **separate written notices that are given concurrent with, or a reasonable time after, each of**
 8 **the two nonpayment of rent termination notices; and**

9 **(c) The 30-day notice of termination states facts sufficient to notify the tenant of the**
 10 **cause for termination of the tenancy and is given to the tenant concurrent with or after the**
 11 **third or a subsequent nonpayment of rent termination notice. A tenant who receives a 30-day**
 12 **notice of termination under this subsection does not have a right to correct the cause for**
 13 **the notice.**

14 **(12) A landlord may terminate the tenancy by complying with ORS 105.105 to 105.168 if**
 15 **the termination is:**

16 **(a) Under ORS 90.394 for nonpayment of rent; or**

17 **(b) Under ORS 90.380 (5)(b), 90.396 or 90.398.**

18 **(13) A tenancy terminates on the date designated in the notice and without regard to the**
 19 **expiration of the period for which, by the terms of the rental agreement, rents are to be paid.**
 20 **Unless otherwise agreed, rent is uniformly apportionable from day to day. The landlord may**
 21 **give a copy of the notice to any lienholder of the manufactured dwelling by first class mail**
 22 **with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A**
 23 **landlord is not liable to a tenant for any damages incurred by the tenant as a result of the**
 24 **landlord giving a copy of the notice in good faith to a lienholder. A lienholder's rights and**
 25 **obligations regarding an abandoned manufactured dwelling shall be as provided under ORS**
 26 **90.425.**

27 **SECTION 4.** ORS 90.645 is amended to read:

28 90.645. (1) If a manufactured dwelling park, or a portion of the park that includes the space for
 29 a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than
 30 as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain
 31 or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed
 32 term rental agreement for a manufactured dwelling park space:

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

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

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

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

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

40 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
 41 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
 42 92.845, the landlord:

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

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

1 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not
2 move the dwelling; [or]

3 (B) Sells the manufactured dwelling to a person who buys the space or lot[.]; or

4 (C) **Will continue to occupy the space on which the tenant's manufactured dwelling is**
5 **located as a subdivision lot tenant after the space is converted to a subdivision lot, except**
6 **as provided in section 3 (2) of this 2009 Act.**

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

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

10 (b) Designate the date of closure; and

11 (c) Include the tax credit notice described in ORS 90.650.

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

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

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

23 (b) If the manufactured dwelling is abandoned:

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

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

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

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

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

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

38 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
39 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
40 later than 15 days after the landlord receives notice of the exercise of eminent domain or of the
41 agency order. The notice to the tenants shall be in writing, designate the date of closure, state the
42 reason for the closure, describe the tax credit available under section 17, chapter 906, Oregon Laws
43 2007, and any government relocation benefits known by the landlord to be available to the tenants
44 and comply with any additional content requirements under ORS 90.650.

45 **SECTION 5.** ORS 90.645, as amended by section 2a, chapter 906, Oregon Laws 2007, is amended

1 to read:

2 90.645. (1) If a manufactured dwelling park, or a portion of the park that includes the space for
 3 a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than
 4 as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain
 5 or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed
 6 term rental agreement for a manufactured dwelling park space:

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

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

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

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

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

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

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

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

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

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

23 **(C) Will continue to occupy the space on which the tenant's manufactured dwelling is**
 24 **located as a subdivision lot tenant after the space is converted to a subdivision lot, except**
 25 **as provided in section 3 (2) of this 2009 Act.**

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

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

29 (b) Designate the date of closure; and

30 (c) Include the tax notice described in ORS 90.650.

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

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

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

42 (b) If the manufactured dwelling is abandoned:

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

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

1 tured dwelling.

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

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

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

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

12 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
13 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
14 later 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, state the
16 reason for the closure, describe any government relocation benefits known by the landlord to be
17 available to the tenants and comply with any additional content requirements under ORS 90.650.

18 (10) The Office of Manufactured Dwelling Park Community Relations shall adopt rules estab-
19 lishing a sample form for the notice described in subsection (3) of this section.

20 **SECTION 6. Sections 2 and 3 of this 2009 Act and the amendments to ORS 90.645 by**
21 **section 4 of this 2009 Act apply to subdivision lot tenancies for which a tenant enters into a**
22 **rental agreement on or after the effective date of this 2009 Act, regardless of the date that**
23 **notice of manufactured dwelling park closure was given under ORS 90.645.**

24