

A-Engrossed
Senate Bill 771

Ordered by the Senate April 15
Including Senate Amendments dated April 15

Sponsored by Senator BONAMICI (at the request of General 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.

Creates 60-day no-cause notice for terminating tenancy. Specifies procedures for terminating various forms of tenancy. Allows including explanation for termination of tenancy with no-cause notice.

Allows landlords, tenants and guests of tenant to enter into agreement for guest to become temporary occupant of premises. Specifies agreement contents and rights of parties.

Specifies procedure for disposition of certain personal property landlord presumes is abandoned due to death of tenant.

Requires landlord to disclose deposits, fees and rent before entering into rental agreement or accepting payment. Regulates assessment of fees. Prohibits landlord use of liquidated damages provisions. Regulates charging of security deposits and claims against security deposits.

A BILL FOR AN ACT

1
2 Relating to landlord-tenant law; creating new provisions; and amending ORS 90.100, 90.220, 90.245,
3 90.300, 90.302, 90.425, 90.427, 90.429, 90.472, 90.475 and 105.124.

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

5
6 **SIXTY-DAY NO-CAUSE NOTICE**

7
8 **SECTION 1.** ORS 90.427 is amended to read:

9 90.427. (1) **As used in this section, "first year of occupancy" includes all periods in which**
10 **any of the tenants has resided in the dwelling unit for one year or less.**

11 **(2) If a tenancy is a week-to-week tenancy,** the landlord or the tenant may terminate [*a*
12 *week-to-week*] **the** tenancy by a written notice given to the other at least 10 days before the termi-
13 nation date specified in the notice.

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

17 **(3) If a tenancy is a month-to-month tenancy:**

18 **(a) At any time during the tenancy, the tenant may terminate the tenancy by giving the**
19 **landlord notice in writing not less than 30 days prior to the date designated in the notice for**
20 **the termination of the tenancy.**

21 **(b) At any time during the first year of occupancy, the landlord may terminate the**
22 **tenancy by giving the tenant notice in writing not less than 30 days prior to the date desig-**
23 **nated in the notice for the termination of the tenancy.**

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 (c) At any time after the first year of occupancy, the landlord may terminate the tenancy
2 by giving the tenant notice in writing not less than 60 days prior to the date designated in
3 the notice for the termination of the tenancy.

4 (4) If the tenancy is for a fixed term of at least one year and by its terms becomes a
5 month-to-month tenancy after the fixed term:

6 (a) During the fixed term, notwithstanding subsection (3) of this section, the landlord
7 may terminate the tenancy without cause by giving the tenant notice in writing no earlier
8 than 30 days prior to the specified ending date for the fixed term and not less than 30 days
9 prior to the date designated in the notice for the termination of the tenancy.

10 (b) After the specified ending date for the fixed term, the landlord may terminate the
11 tenancy without cause only by giving the tenant notice in writing not less than 60 days prior
12 to the date designated in the notice for the termination of the tenancy.

13 [(3)] (5) The tenancy shall terminate on the date designated and without regard to the expiration
14 of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,
15 rent is uniformly apportionable from day to day.

16 [(4)] (6) If the tenant remains in possession without the landlord's consent after expiration of the
17 term of the rental agreement or its termination, the landlord may bring an action for possession. In
18 addition, the landlord may recover from the tenant any actual damages resulting from the tenant
19 holding over, including the value of any rent accruing from the expiration or termination of the
20 rental agreement until the landlord knows or should know that the tenant has relinquished pos-
21 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220
22 [(6)] (7) applies.

23 (7)(a) A notice given to terminate a tenancy under subsection (2) or (3) of this section
24 need not state a reason for the termination.

25 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include
26 in a notice of termination given under subsection (2) or (3) of this section an explanation of
27 the reason for the termination without having to prove the reason. An explanation does not
28 give the person receiving the notice of termination a right to cure the reason if the notice
29 states that:

30 (A) The notice is given without stated cause;

31 (B) The recipient of the notice does not have a right to cure the reason for the termi-
32 nation; and

33 (C) The person giving the notice need not prove the reason for the termination in a court
34 action.

35 [(5)] (8) Subsections [(1) and (2)] (2) to (4) of this section [shall] do not apply to a month-to-
36 month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS
37 90.505 to 90.840.

38 **SECTION 2.** ORS 90.429 is amended to read:

39 90.429. (1) If a tenancy consists of rented space for a manufactured dwelling or floating home
40 that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.840 because the
41 space is not in a facility, the landlord may terminate a month-to-month tenancy without a cause
42 specified in ORS 90.392, 90.394 or 90.396 only by delivering a written notice of termination to the
43 tenant not less than 180 days before the termination date designated in that notice.

44 (2)(a) A notice given to terminate a tenancy under subsection (1) of this section need not
45 state a reason for the termination.

1 (b) Notwithstanding paragraph (a) of this subsection, a landlord may include in a notice
2 of termination given under subsection (1) of this section an explanation of the reason for the
3 termination without having to prove the reason. An explanation does not give the tenant a
4 right to cure the reason if the notice states that:

5 (A) The notice is given without stated cause;

6 (B) The tenant does not have a right to cure the reason for the termination; and

7 (C) The landlord need not prove the reason for the termination in a court action.

8 **SECTION 3.** ORS 105.124 is amended to read:

9 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
10 unit:

11 (1) The complaint must be in substantially the following form and be available from the clerk
12 of the court:

13 _____
14
15 IN THE CIRCUIT COURT
16 FOR THE COUNTY OF

17 _____
18 No. _____

19
20 RESIDENTIAL EVICTION COMPLAINT

21
22 PLAINTIFF (Landlord or agent):

23 _____
24 _____
25 _____
26 _____

27
28 Address: _____

29
30 City: _____

31
32 State: _____ Zip: _____

33
34 Telephone: _____

35
36 vs.

37
38 DEFENDANT (Tenants/Occupants):

39 _____
40 _____
41 _____
42 _____

43
44 MAILING ADDRESS: _____

1 City: _____

2

3 State: _____ Zip: _____

4

5 Telephone: _____

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1.

9 Tenants are in possession of the dwelling unit, premises or rental property described above or
10 located at:

11

12 _____

13

14

2.

15 Landlord is entitled to possession of the property because of:

16

17 _____ 24-hour notice for personal
18 injury, substantial damage, extremely
19 outrageous act or unlawful occupant.
20 ORS 90.396 or 90.403.

21 _____ 24-hour or 48-hour notice for
22 violation of a drug or alcohol
23 program. ORS 90.398.

24 _____ 24-hour notice for perpetrating
25 domestic violence, sexual assault or
26 stalking. ORS 90.445.

27 _____ 72-hour or 144-hour notice for
28 nonpayment of rent. ORS 90.394.

29 _____ 7-day notice with stated cause in
30 a week-to-week tenancy. ORS 90.392 (6).

31 _____ 10-day notice for a pet violation,
32 a repeat violation in a month-to-month
33 tenancy or without stated cause in a
34 week-to-week tenancy. ORS 90.392 (5),
35 90.405 or 90.427 [(1)] (2).

36 _____ 20-day notice for a repeat violation.
37 ORS 90.630 (4).

38 _____ 30-day, **60-day** or 180-day notice without
39 stated cause in a month-to-month
40 tenancy. ORS 90.427 [(2)] (3) **or** (4) or 90.429.

41 _____ 30-day notice with stated cause.
42 ORS 90.392, 90.630 or 90.632.

43 _____ Other notice _____

44 _____ No notice (explain) _____

45

1 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

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3.

If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees.

I certify that the allegations and factual assertions in this complaint are true to the best of my knowledge.

Signature of landlord or agent.

(2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

(3) A copy of the notice relied upon, if any, must be attached to the complaint.

SECTION 4. The amendments to ORS 90.427 by section 1 of this 2009 Act apply to month-to-month tenancies for which a notice of termination is given on or after the effective date of this 2009 Act and to fixed-term tenancies entered into on or after the effective date of this 2009 Act.

TEMPORARY OCCUPANCY AGREEMENT

SECTION 5. Section 6 of this 2009 Act is added to and made a part of ORS 90.100 to 90.465.

SECTION 6. (1) As provided under this section, a landlord may allow an individual to become a temporary occupant of the tenant’s dwelling unit as a guest of the tenant. To create a temporary occupancy, the landlord, tenant and proposed temporary occupant must enter into a written temporary occupancy agreement that describes the temporary occupancy relationship.

(2) The temporary occupant:

- (a) Is not a tenant entitled to occupy the dwelling unit to the exclusion of others; and**
- (b) Does not have the rights of a tenant.**

(3) The temporary occupancy agreement may be terminated by:

- (a) The tenant without cause at any time; and**
- (b) The landlord only for cause that is a material violation of the temporary occupancy agreement.**

(4) The temporary occupant does not have a right to cure a violation that causes a landlord to terminate the temporary occupancy agreement.

(5) Before entering into a temporary occupancy agreement, a landlord may screen the proposed temporary occupant for issues regarding conduct or for a criminal record. The landlord may not screen the proposed temporary occupant for credit history or income level.

(6) A temporary occupancy agreement:

- (a) Shall expressly include the requirements of subsections (2) to (4) of this section;**

1 (b) May provide that the temporary occupant is required to comply with any applicable
2 rules for the premises; and

3 (c) May have a specific ending date.

4 (7) The landlord, tenant and temporary occupant may extend or renew a temporary oc-
5 cupancy agreement or may enter into a new temporary occupancy agreement.

6 (8) A landlord or tenant is not required to give the temporary occupant written notice
7 of the termination of a temporary occupancy agreement.

8 (9) The temporary occupant shall promptly vacate the dwelling unit if a landlord termi-
9 nates a temporary occupancy agreement for material violation of the temporary occupancy
10 agreement or if the temporary occupancy agreement ends by its terms. Except as provided
11 in ORS 90.449, the landlord may terminate the tenancy of the tenant as provided under ORS
12 90.392 or 90.630 if the temporary occupant fails to promptly vacate the dwelling unit or if the
13 tenant materially violates the temporary occupancy agreement.

14 (10) A temporary occupant shall be treated as a squatter if the temporary occupant
15 continues to occupy the dwelling unit after a tenancy has ended or after the tenant revokes
16 permission for the occupancy by terminating the temporary occupancy agreement.

17 (11)(a) A landlord may not enter into a temporary occupancy agreement for the purpose
18 of evading landlord responsibilities under this chapter or to diminish the rights of an appli-
19 cant or tenant under this chapter.

20 (b) A tenant may not become a temporary occupant in the tenant's own dwelling unit.

21 (c) A tenancy may not consist solely of a temporary occupancy. Each tenancy must have
22 at least one tenant.

23 **SECTION 7.** ORS 90.100 is amended to read:

24 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

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

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

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

44 (7) "Domestic violence" means:

45 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

- 1 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.
- 2 (8) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.
- 3 (9) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
4 dence or sleeping place by one person who maintains a household or by two or more persons who
5 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
6 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
7 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
8 not the manufactured dwelling, recreational vehicle or floating home itself.
- 9 (10) "Essential service" means:
- 10 (a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or
11 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.840:
- 12 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
13 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
14 supplied by the landlord; and
- 15 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,
16 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
17 makes the dwelling unit unfit for occupancy.
- 18 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
19 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.840:
- 20 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any
21 drainage system; and
- 22 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,
23 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
24 makes the rented space unfit for occupancy.
- 25 (11) "Facility" means a manufactured dwelling park or a marina.
- 26 (12) "Facility purchase association" means a group of three or more tenants who reside in a
27 facility and have organized for the purpose of eventual purchase of the facility.
- 28 (13) "Fee" means a nonrefundable payment of money.
- 29 (14) "First class mail" does not include certified or registered mail, or any other form of mail
30 that may delay or hinder actual delivery of mail to the recipient.
- 31 (15) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a
32 specific ending date and terminating on that date without requiring further notice to effect the ter-
33 mination.
- 34 (16) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes
35 an accessory building or structure.
- 36 (17) "Good faith" means honesty in fact in the conduct of the transaction concerned.
- 37 (18) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.
- 38 (19) "Informal dispute resolution" means, but is not limited to, consultation between the landlord
39 or landlord's agent and one or more tenants, or mediation utilizing the services of a third party.
- 40 (20) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or
41 premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor
42 or sublessor to manage the premises or to enter into a rental agreement.
- 43 (21) "Landlord's agent" means a person who has oral or written authority, either express or
44 implied, to act for or on behalf of a landlord.
- 45 (22) "Last month's rent deposit" means a type of security deposit, however designated, the pri-

1 mary function of which is to secure the payment of rent for the last month of the tenancy.

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

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

8 (25) “Marina” means a moorage of contiguous dwelling units that may be legally transferred as
9 a single unit and are owned by one person where four or more floating homes are secured, the pri-
10 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

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

14 (27) “Organization” includes a corporation, government, governmental subdivision or agency,
15 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
16 mon interest, and any other legal or commercial entity.

17 (28) “Owner” includes a mortgagee in possession and means one or more persons, jointly or se-
18 verally, in whom is vested:

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

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

22 (29) “Person” includes an individual or organization.

23 (30) “Premises” means:

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

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

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

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

31 (32) “Recreational vehicle” has the meaning given that term in ORS 446.003.

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

36 (34) “Rental agreement” means all agreements, written or oral, and valid rules and regulations
37 adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and
38 occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental agreement
39 shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

40 (35) “Roomer” means a person occupying a dwelling unit that does not include a toilet and ei-
41 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
42 where one or more of these facilities are used in common by occupants in the structure.

43 (36) “Screening or admission criteria” means a written statement of any factors a landlord
44 considers in deciding whether to accept or reject an applicant and any qualifications required for
45 acceptance. “Screening or admission criteria” includes, but is not limited to, the rental history,

1 character references, public records, criminal records, credit reports, credit references and incomes
2 or resources of the applicant.

3 (37) "Security deposit" means a refundable payment or deposit of money, however designated,
4 the primary function of which is to secure the performance of a rental agreement or any part of a
5 rental agreement. "Security deposit" does not include a fee.

6 (38) "Sexual assault" has the meaning given that term in ORS 147.450.

7 (39) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
8 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
9 not include a tenant who holds over as described in ORS 90.427 [(4)] (6).

10 (40) "Stalking" means the behavior described in ORS 163.732.

11 (41) "Statement of policy" means the summary explanation of information and facility policies
12 to be provided to prospective and existing tenants under ORS 90.510.

13 (42) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between
14 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
15 dwelling unit.

16 (43) "Tenant":

17 (a) **Except as provided in paragraph (b) of this subsection:**

18 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
19 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
20 housing authority. [*Tenant* also includes]

21 (B) **Means** a minor, as defined and provided for in ORS 109.697. [*As used in ORS 90.505 to*
22 *90.840, "tenant" includes]*

23 (b) **For purposes of ORS 90.505 to 90.840, means** only a person who owns and occupies as a
24 residence a manufactured dwelling or a floating home in a facility and persons residing with that
25 tenant under the terms of the rental agreement.

26 (c) **Does not mean a guest or temporary occupant.**

27 (44) "Transient lodging" means a room or a suite of rooms.

28 (45) "Transient occupancy" means occupancy in transient lodging that has all of the following
29 characteristics:

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

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

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

34 (46) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occu-
35 pancy in a hotel or motel, that has all of the following characteristics:

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

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

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

39 (47) "Victim" means:

40 (a) The person against whom an incident related to domestic violence, sexual assault or stalking
41 is perpetrated; or

42 (b) The parent or guardian of a minor household member against whom an incident related to
43 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the
44 perpetrator.

45 (48) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

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

3 (b) There is a written rental agreement that defines the landlord's and the tenant's rights and
4 responsibilities under this chapter; and

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

7
8 **ABANDONED PROPERTY OF DECEASED TENANTS**

9
10 **SECTION 8.** ORS 90.425 is amended to read:

11 90.425. (1) As used in this section:

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

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

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

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

27 (e) "Of record" means:

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

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

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

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

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

45 (2) A landlord may not store, sell or dispose of abandoned personal property except as provided

1 by this section. This section governs the rights and obligations of landlords, tenants and any
2 lienholders or owners in any personal property abandoned or left upon the premises by the tenant
3 or any lienholder or owner in the following circumstances:

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

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

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

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

14 (a) Personally delivered to the tenant; or

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

16 (A) The premises;

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

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

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

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

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

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

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

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

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

33 (A) Actually known to the landlord;

34 (B) Of record; and

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

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

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

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

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

1 (d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section,
2 may arrange for removal of the personal property by contacting the landlord at a described tele-
3 phone 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 or owner, except as provided by subsection (18) of this section, by appointment at rea-
6 sonable times;

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

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

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

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

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

26 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
27 45 days after personal delivery or mailing of the notice; or

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

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

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

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

37 (A) Promptly dispose of rotting food; and

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

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

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

5 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
6 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
7 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
8 sonal property from the premises or from the place of safekeeping, the landlord must make that
9 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
10 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling
11 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
12 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
13 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
14 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
15 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
16 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS
17 90.412 or 90.417.

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

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

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

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

33 (B) The landlord shall:

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

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

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

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

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

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

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

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

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

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

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

13 (A) For a manufactured dwelling or floating home, the current market value of the property is
14 \$8,000 or less as determined by the county assessor; or

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

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

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

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

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

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

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

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

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

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

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

37 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the
44 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the
45 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to

1 the prevailing party in any action arising under this paragraph.

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

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

8 (b) The tenant or a personal representative or designated person described in subsection (20)
9 of this section has waived all rights under this section pursuant to subsection [(25)] **(26)** of this
10 section; or

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

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

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

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

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

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

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

44 (C) The lienholder maintain the personal property and the space on which the personal property
45 is stored in a manner consistent with the rights and obligations described in the rental agreement

1 between the landlord and the tenant.

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

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

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

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

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

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

32 **(a) The following persons have the same rights and responsibilities regarding the aban-**
33 **doned dwelling or home as a tenant:**

34 [(a)] (A) Any personal representative named in a will or appointed by a court to act for the
35 deceased tenant. [or]

36 (B) Any person designated in writing by the tenant to be contacted by the landlord in the event
37 of the tenant's death [*has the same rights and responsibilities regarding the abandoned dwelling or*
38 *home as a tenant*].

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

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

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

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

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

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

14 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
15 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
16 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
17 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
18 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,
19 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
20 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
21 or home on the rented space and become a tenant. The landlord also may condition approval for
22 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
23 storage charges and maintenance costs.

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

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

35 **(21) If the personal property is other than a manufactured dwelling or floating home and**
36 **is considered abandoned as a result of the death of a tenant who was the only tenant and**
37 **who owned the personal property, this section applies except as follows:**

38 **(a) The following persons have the same rights and responsibilities regarding the aban-**
39 **doned personal property as a tenant:**

40 **(A) An heir or devisee.**

41 **(B) Any personal representative named in a will or appointed by a court to act for the**
42 **deceased tenant.**

43 **(C) Any person designated in writing by the tenant to be contacted by the landlord in the**
44 **event of the tenant's death.**

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

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

2 (B) Personally delivered or sent by first class mail to any heir, devisee, personal repre-
3 sentative or designated person, if actually known to the landlord; and

4 (C) Sent by first class mail to the attention of an estate administrator of the Department
5 of State Lands.

6 (c) The notice described in subsection (5) of this section must refer to the heir, devisee,
7 personal representative, designated person or estate administrator of the department, in-
8 stead of the deceased tenant, and must incorporate the provisions of this subsection.

9 (d) The landlord shall allow a person that is an heir, devisee or personal representative
10 of the tenant, or an estate administrator of the department, to remove the personal property
11 if the person contacts the landlord within the period provided by subsection (6) of this sec-
12 tion, complies with the requirements of this section and provides the landlord with reason-
13 able evidence that the person is an heir, devisee or personal representative, or an estate
14 administrator of the department.

15 (e) If neither an heir, devisee nor personal representative of the tenant, nor an estate
16 administrator of the department, contacts the landlord within the time period provided by
17 subsection (6) of this section, the landlord shall allow removal of the personal property by
18 the designated person of the tenant, if the designated person contacts the landlord within
19 that period and complies with the requirements of this section and provides the landlord with
20 reasonable evidence that the person is the designated person.

21 (f) A landlord who allows removal of personal property under this subsection is not liable
22 to another person that has a claim or interest in the personal property.

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

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

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

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

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

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

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

44 (d) If the tenant, a lienholder, owner, personal representative or designated person does not re-
45 move the property within the time allowed, the landlord or a buyer at a sale by the landlord under

1 subsection (11) of this section shall promptly remove the property from the facility.

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

4 [(22)(a)] **(23)(a)** If an official or agency referred to in ORS 453.876 notifies the landlord that the
5 official or agency has determined that all or part of the premises is unfit for use as a result of the
6 presence of an illegal drug manufacturing site involving methamphetamine, and the landlord com-
7 plies with this subsection, the landlord is not required to comply with subsections (1) to [(21) and
8 (23) to (26)] **(22) and (24) to (27)** of this section with regard to personal property left on the portion
9 of the premises that the official or agency has determined to be unfit for use.

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

15 (A) That the premises, or a portion of the premises, has been determined by an official or agency
16 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a
17 result subsections (1) to [(21) and (23) to (26)] **(22) and (24) to (27)** of this section do not apply to
18 personal property left on any portion of the premises determined to be unfit for use;

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

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

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

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

28 (d) If the contractor and the department determine that the premises or the tenant's personal
29 property is not unfit for use, upon notification by the department of the determination, the landlord
30 shall comply with subsections (1) to [(21) and (23) to (26)] **(22) and (24) to (27)** of this section for
31 any personal property left on the premises.

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

34 [(23)] **(24)** In the case of an abandoned recreational vehicle, manufactured dwelling or floating
35 home that is owned by someone other than the tenant, the provisions of this section regarding the
36 rights and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that
37 owner, with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside
38 the vehicle, dwelling or home.

39 [(24)] **(25)** In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830
40 and 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord
41 as an alternative to the procedures required in this section.

42 [(25)(a)] **(26)(a)** A landlord may sell or dispose of a tenant's abandoned personal property with-
43 out complying with subsections (1) to [(24) and (26)] **(25) and (27)** of this section if, after termination
44 of the tenancy or no more than seven days prior to the termination of the tenancy, the following
45 parties so agree in a writing entered into in good faith:

1 (A) The landlord;

2 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
3 tenant, the personal representative, designated person or other person entitled to possession of the
4 personal property, such as an heir or devisee, as described in subsection (20) **or** (21) of this section;
5 and

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

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

10 [(26)] (27) Until personal property is conclusively presumed to be abandoned under subsection
11 (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal
12 property.

13 **SECTION 9. The amendments to ORS 90.425 by section 8 of this 2009 Act apply to aban-**
14 **doned personal property for which the landlord gives written notice to the tenant on or after**
15 **the effective date of this 2009 Act.**

16
17 **FEES**

18
19 **SECTION 10.** ORS 90.220 is amended to read:

20 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
21 prohibited by this chapter or other rule of law including rent, term of the agreement and other
22 provisions governing the rights and obligations of the parties.

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

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

27 **(4) Before the landlord enters into a new rental agreement with an applicant or accepts**
28 **any payment from an applicant, the landlord shall provide the applicant with a written list**
29 **of all deposits, fees and rent that are charged by the landlord. The landlord and applicant**
30 **may agree to amend the written list before entering into the rental agreement. The list may**
31 **be included in the written rental agreement. The written rental agreement must, at a mini-**
32 **imum, include a description of the fees that the landlord may charge.**

33 [(4)] (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100
34 to 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

35 [(5)] (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use
36 and occupancy of the dwelling unit.

37 [(6)] (7) Except as otherwise provided by this chapter:

38 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.
39 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-
40 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at
41 the beginning of each month or week, depending on whether the tenancy is month-to-month or
42 week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent
43 may not be increased without a 30-day written notice thereof in the case of a month-to-month
44 tenancy or a seven-day written notice thereof in the case of a week-to-week tenancy.

45 (b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or

1 a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

2 [(7)] (8) Except as provided by ORS 90.427 [(4)] (6), a tenant is responsible for payment of rent
3 until the earlier of:

4 (a) The date that a notice terminating the tenancy expires;

5 (b) The date that the tenancy terminates by its own terms;

6 (c) The date that the tenancy terminates by surrender;

7 (d) The date that the tenancy terminates as a result of the landlord failing to use reasonable
8 efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3);

9 (e) The date when a new tenancy with a new tenant begins;

10 (f) Thirty days after delivery of possession without prior notice of termination of a month-to-
11 month tenancy; or

12 (g) Ten days after delivery of possession without prior notice of termination of a week-to-week
13 tenancy.

14 **SECTION 11.** ORS 90.245 is amended to read:

15 90.245. (1) A rental agreement may not provide that the tenant:

16 (a) Agrees to waive or forgo rights or remedies under this chapter;

17 (b) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
18 [or]

19 (c) Agrees to the exculpation or limitation of any liability arising as a result of the other party's
20 willful misconduct or negligence or to indemnify the other party for that liability or costs connected
21 therewith; or

22 **(d) Agrees to pay liquidated damages, except as allowed under ORS 90.302 (2)(e).**

23 (2) A provision prohibited by subsection (1) of this section included in a rental agreement is
24 unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the
25 landlord to be prohibited and attempts to enforce such provisions, the tenant may recover in addi-
26 tion to the actual damages of the tenant an amount up to three months' periodic rent.

27 **SECTION 12.** ORS 90.300 is amended to read:

28 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

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

36 **(3) A landlord may not charge a tenant a pet security deposit for keeping a service ani-**
37 **mal or companion animal that a tenant with a disability requires as a reasonable accommo-**
38 **dation under fair housing laws.**

39 [(3)(a)] **(4)(a) Except as otherwise provided in this subsection,** a landlord may not change the
40 rental agreement to require the payment of a new or increased security deposit during the first year
41 after the tenancy has begun. [, *except that*] **Subject to subsection (3) of this section,** an additional
42 deposit may be required if the landlord and tenant agree to modify the terms and conditions of the
43 rental agreement to permit a pet or for other cause and the additional deposit relates to that mod-
44 ification. This paragraph does not prevent the collection of a security deposit that was provided for
45 under an initial rental agreement but remained unpaid at the time the tenancy began.

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

3 [(4)] (5) The landlord may claim all or part of the security deposit only if the security deposit
4 was made for any or all of the purposes provided by subsection [(5)] (6) of this section.

5 [(5)] (6)(a) The landlord may claim from the security deposit only the amount reasonably nec-
6 essary:

7 [(a)] (A) To remedy the tenant's defaults in the performance of the rental agreement including,
8 but not limited to, unpaid rent; and

9 [(b)] (B) To repair damages to the premises caused by the tenant, not including ordinary wear
10 and tear.

11 (b) A landlord is not required to repair damage caused by the tenant in order to claim
12 against the deposit for the cost to make the repair. Any labor costs assessed under this
13 subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord
14 may charge a reasonable hourly rate for the performance of cleaning or repair work by the
15 landlord.

16 (c) Defaults and damages for which a landlord may recover under this subsection include,
17 but are not limited to:

18 (A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

19 (i) The cleaning is performed by use of a machine specifically designed for cleaning or
20 shampooing carpets;

21 (ii) The carpet was cleaned immediately prior to the tenant taking possession; and

22 (iii) The written rental agreement provides that the landlord may deduct the cost of
23 carpet cleaning regardless of whether the tenant cleans the carpet before delivery of pos-
24 session as described in ORS 90.147.

25 (B) Loss of use of the dwelling unit during the performance of necessary cleaning or re-
26 pairs, if the cleaning or repairs are performed in a timely manner.

27 [(6)] (7) A landlord may not require that a security deposit or prepaid rent be required or for-
28 feited to the landlord upon the failure of the tenant to maintain a tenancy for a minimum number
29 of months in a month-to-month tenancy.

30 [(7)] (8) Any last month's rent deposit must be applied to the rent due for the last month of the
31 tenancy:

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

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

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

37 [(8)] (9) Any portion of a last month's rent deposit not applied as provided under subsection
38 [(7)] (8) of this section shall be accounted for and refunded as provided under subsections [(10) to
39 (12)] (11) to (13) of this section. Unless the tenant and landlord agree otherwise, a last month's rent
40 deposit shall not be applied to rent due for any period other than the last month of the tenancy. A
41 last month's rent deposit shall not operate to limit the amount of rent charged unless a written
42 rental agreement provides otherwise.

43 [(9)] (10) Upon termination of the tenancy, a landlord shall account for and refund to the tenant
44 the unused balance of any prepaid rent not previously refunded to the tenant as required by ORS
45 90.380 and 105.120 (5)(b) or any other provision of this chapter, in the same manner as required for

1 security deposits by this section. The landlord may claim from the remaining prepaid rent only the
2 amount reasonably necessary to pay the tenant's unpaid rent.

3 [(10)] (11) In order to claim all or part of any prepaid rent or security deposit, within 31 days
4 after the termination of the tenancy and delivery of possession the landlord shall give to the tenant
5 a written accounting that states specifically the basis or bases of the claim. The landlord shall give
6 a separate accounting for security deposits and for prepaid rent.

7 [(11)] (12) The security deposit or prepaid rent or portion thereof not claimed in the manner
8 provided by subsections [(9) and] (10) **and** (11) of this section shall be returned to the tenant not
9 later than 31 days after the termination of the tenancy and delivery of possession to the landlord.

10 [(12)] (13) The landlord shall give the written accounting as required by subsection [(10)] (11)
11 of this section or shall return the security deposit or prepaid rent as required by subsection [(11)]
12 (12) of this section by personal delivery or by first class mail.

13 [(13)] (14) If a security deposit or prepaid rent secures a tenancy for a space for a tenant owned
14 and occupied manufactured dwelling or floating home, whether or not in a facility, and the dwelling
15 or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in
16 subsections [(10) and] (11) **and** (12) of this section commences on the earliest of:

- 17 (a) Waiver of the abandoned property process under ORS 90.425 [(25)] (26) or 90.675 (22);
18 (b) Removal of the manufactured dwelling or floating home from the rented space;
19 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
20 90.425 (10)(b) or 90.675 (10)(b); or
21 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675
22 (10)(a).

23 [(14)] (15) If the landlord fails to comply with subsection [(11)] (12) of this section or if the
24 landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due
25 to the tenant under this chapter or the rental agreement, the tenant may recover the money due in
26 an amount equal to twice the amount:

- 27 (a) Withheld without a written accounting under subsection [(10)] (11) of this section; or
28 (b) Withheld in bad faith.

29 [(15)(a)] (16)(a) A security deposit or prepaid rent in the possession of the landlord is not
30 garnishable property, as provided in ORS 18.618.

31 (b) If a security deposit or prepaid rent is delivered to a garnishor in violation of ORS 18.618
32 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow
33 the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is deliv-
34 ered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant
35 fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the
36 tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant
37 after the garnishment, the landlord is not required to refund or account for the security deposit or
38 prepaid rent under subsection [(9)] (10) of this section.

39 [(16)] (17) This section does not preclude the landlord or tenant from recovering other damages
40 under this chapter.

41 **SECTION 13.** ORS 90.302 is amended to read:

42 90.302. [(1) Except as specifically provided otherwise in this chapter, A landlord may require the
43 payment of a fee, if the fee is related to and designated as being charged for a specific reasonably an-
44 ticipated landlord expense. A landlord shall provide a receipt for the fee, and the receipt or a written
45 rental agreement shall describe the anticipated landlord expense to be covered by the fee and describe

1 *the landlord's duties under subsection (4) of this section.]*

2 *[(2) Except as provided in subsection (3) of this section, a landlord may not charge a fee more than*
3 *once, at the beginning of or during the tenancy.]*

4 *[(3) A landlord may charge a fee more than once, at the beginning of or during the tenancy, for:]*

5 **(1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated**
6 **landlord expense and may not require the payment of any fee except as provided in this**
7 **section. A fee must be described in a written rental agreement.**

8 **(2) A landlord may charge a tenant a fee for each occurrence of the following:**

9 (a) A late rent payment, pursuant to ORS 90.260.[;]

10 (b) A dishonored check, pursuant to ORS 30.701 (5).[;] **The amount of the fee may not exceed**
11 **the amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord**
12 **for processing the dishonored check.**

13 (c) Removal or tampering with a properly functioning smoke alarm or smoke detector, as pro-
14 vided in ORS 90.325 (7).[, if a written rental agreement provides for a fee for that removal or tamper-
15 ing; and]

16 [(d) Any other noncompliance by the tenant with a written rental agreement that provides for a fee
17 for that noncompliance, provided that the fee may not be excessive.]

18 **(d) The violation of a written pet agreement or of a rule relating to pets in a facility,**
19 **pursuant to ORS 90.530.**

20 **(e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy**
21 **without cause. The fee may not exceed one and one-half times the monthly rent. A landlord**
22 **may not assess a fee under this paragraph if the abandonment or relinquishment is pursuant**
23 **to ORS 90.453 (2), 90.472 or 90.475. If the landlord assesses a fee under this paragraph:**

24 **(A) The landlord may not recover unpaid rent for any period of the fixed term tenancy**
25 **beyond the date that the landlord knew or reasonably should have known of the abandon-**
26 **ment or relinquishment;**

27 **(B) The landlord may not recover damages related to the cost of renting the dwelling unit**
28 **to a new tenant; and**

29 **(C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.**

30 **(f) Noncompliance with written rules or policies. The fee may not exceed \$50. A fee may**
31 **be assessed under this paragraph only for the following types of noncompliance:**

32 **(A) The late payment of a utility or service charge that the tenant owes the landlord as**
33 **described in ORS 90.315.**

34 **(B) Failure to clean up pet waste from a part of the premises other than the dwelling**
35 **unit.**

36 **(C) Failure to clean up garbage, rubbish and other waste from a part of the premises**
37 **other than the dwelling unit.**

38 **(D) Parking violations.**

39 **(E) The improper use of vehicles within the premises.**

40 [(4)] **(3) A landlord may not be required to account for or return to the tenant any fee. [Upon**
41 **termination of a tenancy and delivery of possession, a landlord shall first apply any fee to the related**
42 **landlord expense as reasonably assessed against the tenant, before applying the tenant's security de-**
43 **posit, if any, to that expense.]**

44 **(4) Except as provided in subsection (2)(e) of this section, a landlord may not charge a**
45 **tenant any form of liquidated damages, however designated.**

1 (5) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment
2 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS
3 90.392 or 90.630 (1).

4 (6) This section does not apply to:

5 (a) Attorney fees awarded pursuant to ORS 90.255; *[or to]*

6 (b) Applicant screening charges paid pursuant to ORS 90.295; **or**

7 (c) **Charges for improvements or other actions that are requested by the tenant and are**
8 **not required of the landlord by the rental agreement or by law.**

9 **SECTION 14.** ORS 90.472 is amended to read:

10 90.472. (1) As used in this section, “state service member” means a member of the organized
11 militia who is called into active service of the state by the Governor under ORS 399.065 (1) for 90
12 or more consecutive days.

13 (2) A tenant may terminate a rental agreement upon written notice if the tenant provides the
14 landlord with proof of official orders showing that the tenant is a state service member.

15 (3) A termination of a rental agreement under this section is effective the earlier of:

16 (a) Thirty days after the date the next rental payment is due; or

17 (b) On the last day of the month after the month in which written notice is given.

18 (4) Notwithstanding ORS *[90.300 (5)(a), 90.302 (3)(d)]* **90.300 (6)(a)(A)** and 90.430, a tenant who
19 terminates a lease under subsection (2) of this section is not:

20 (a) Subject to a penalty, fee, charge or loss of deposit because of the termination; or

21 (b) Liable for any rent beyond the effective date of the termination as determined under sub-
22 section (3) of this section.

23 **SECTION 15.** ORS 90.475 is amended to read:

24 90.475. (1) A tenant may terminate a rental agreement upon written notice if the tenant provides
25 the landlord with proof of official orders showing that the tenant is:

26 (a) Enlisting for active service in the Armed Forces of the United States;

27 (b) Serving as a member of a National Guard or other reserve component or an active service
28 component of the Armed Forces of the United States and ordered to active service outside the area
29 for a period that will exceed 90 days;

30 (c) Terminating active service in the Armed Forces of the United States; or

31 (d) A member of the Public Health Service of the United States Department of Health and Hu-
32 man Services detailed by proper authority for duty with the Army or Navy of the United States and:

33 (A) Ordered to active service outside the area for a period that will exceed 90 days; or

34 (B) Terminating the duty and moving outside the area within the period that the member is
35 entitled by federal law to the storage or shipment of household goods.

36 (2) As used in subsection (1) of this section, “Armed Forces of the United States” means the
37 Air Force, Army, Coast Guard, Marine Corps or Navy of the United States.

38 (3) A termination of a rental agreement under this section is effective on the earlier of:

39 (a) A date determined under the provisions of any applicable federal law; or

40 (b) The later of:

41 (A) 30 days after delivery of the notice;

42 (B) 30 days before the earliest reporting date on orders for active service;

43 (C) A date specified in the notice; or

44 (D) 90 days before the effective date of the orders if terminating duty described under subsection
45 (1)(d)(B) of this section or terminating any active service described in this section.

1 (4) Notwithstanding ORS [90.300 (5)(a), 90.302 (3)(d)] **90.300 (6)(a)(A)** and 90.430, a tenant who
2 terminates a lease under subsection (1) of this section is not:

3 (a) Subject to a penalty, fee, charge or loss of deposit because of the termination; or

4 (b) Liable for any rent beyond the effective date of the termination as determined under sub-
5 section (3) of this section.

6 **SECTION 16. Notwithstanding ORS 90.302 (1), a landlord may retain a fee charged before**
7 **the effective date of this 2009 Act at the beginning of the tenancy for an anticipated landlord**
8 **expense.**

9 **SECTION 17. The amendments to ORS 90.302 by section 13 of this 2009 Act apply to fees**
10 **and charges for occurrences, abandonments, relinquishments and noncompliances:**

11 (1) **Occurring on or after the effective date of this 2009 Act for fees or charges provided**
12 **for in a month-to-month tenancy; and**

13 (2) **Occurring on or after the effective date of this 2009 Act for fees and charges provided**
14 **for in a fixed-term tenancy that is entered into on or after the effective date of this 2009**
15 **Act.**

16
17 **CAPTIONS**

18
19 **SECTION 18. The unit captions used in this 2009 Act are provided only for the conven-**
20 **ience of the reader and do not become part of the statutory law of this state or express any**
21 **legislative intent in the enactment of this 2009 Act.**