

# Senate Bill 771

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 **as introduced**.

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

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

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

## SIXTY-DAY NO-CAUSE NOTICE

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

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

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

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

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

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

**(b) During the first year of occupancy, the landlord may terminate the tenancy by giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy.**

**(c) After the first year of occupancy, the landlord may terminate the tenancy by giving the tenant notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy.**

**(4) If the tenancy is for a fixed term of at least one year and by its terms becomes a**

**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 **month-to-month tenancy after the fixed term:**

2 (a) **During the fixed term, notwithstanding subsection (3) of this section, the landlord**  
 3 **may terminate the tenancy by giving the tenant notice in writing no earlier than 30 days**  
 4 **prior to the specified ending date for the fixed term and not less than 30 days prior to the**  
 5 **date designated in the notice for the termination of the tenancy.**

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

9 [(3)] (5) The tenancy shall terminate on the date designated and without regard to the expiration  
 10 of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,  
 11 rent is uniformly apportionable from day to day.

12 [(4)] (6) If the tenant remains in possession without the landlord’s consent after expiration of the  
 13 term of the rental agreement or its termination, the landlord may bring an action for possession. In  
 14 addition, the landlord may recover from the tenant any actual damages resulting from the tenant  
 15 holding over, including the value of any rent accruing from the expiration or termination of the  
 16 rental agreement until the landlord knows or should know that the tenant has relinquished pos-  
 17 session to the landlord. If the landlord consents to the tenant’s continued occupancy, ORS 90.220  
 18 [(6)] (7) applies.

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

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

26 (A) **The notice is given without stated cause;**

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

29 (C) **The person giving the notice need not prove the reason for the termination in a court**  
 30 **action.**

31 [(5)] (8) Subsections [(1) and (2)] (2) to (4) of this section [shall] **do** not apply to a month-to-  
 32 month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS  
 33 90.505 to 90.840.

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

35 90.429. (1) If a tenancy consists of rented space for a manufactured dwelling or floating home  
 36 that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.840 because the  
 37 space is not in a facility, the landlord may terminate a month-to-month tenancy without a cause  
 38 specified in ORS 90.392, 90.394 or 90.396 only by delivering a written notice of termination to the  
 39 tenant not less than 180 days before the termination date designated in that notice.

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

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

- 1 (A) The notice is given without stated cause;
- 2 (B) The tenant does not have a right to cure the reason for the termination; and
- 3 (C) The landlord need not prove the reason for the termination in a court action.

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

5 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling  
6 unit:

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

9 \_\_\_\_\_

10  
11 IN THE CIRCUIT COURT  
12 FOR THE COUNTY OF

13 \_\_\_\_\_  
14 No. \_\_\_\_\_

15  
16 RESIDENTIAL EVICTION COMPLAINT

17  
18 PLAINTIFF (Landlord or agent):

19  
20 \_\_\_\_\_

21  
22 \_\_\_\_\_

23  
24 Address: \_\_\_\_\_

25  
26 City: \_\_\_\_\_

27  
28 State: \_\_\_\_\_ Zip: \_\_\_\_\_

29  
30 Telephone: \_\_\_\_\_

31  
32 vs.

33  
34 DEFENDANT (Tenants/Occupants):

35  
36 \_\_\_\_\_

37  
38 \_\_\_\_\_

39  
40 MAILING ADDRESS: \_\_\_\_\_

41  
42 City: \_\_\_\_\_

43  
44 State: \_\_\_\_\_ Zip: \_\_\_\_\_

45

1 Telephone: \_\_\_\_\_

2

3

4

1.

5

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

6

7

8

\_\_\_\_\_

9

10

2.

11

Landlord is entitled to possession of the property because of:

12

13

\_\_\_\_\_ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403.

14

15

16

17

\_\_\_\_\_ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.

18

19

20

\_\_\_\_\_ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.

21

22

23

\_\_\_\_\_ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.

24

25

\_\_\_\_\_ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).

26

27

\_\_\_\_\_ 10-day notice for a pet violation, a repeat violation in a month-to-month tenancy or without stated cause in a week-to-week tenancy. ORS 90.392 (5), 90.405 or 90.427 [(1)] (2).

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\_\_\_\_\_ 20-day notice for a repeat violation. ORS 90.630 (4).

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

35

36

37

\_\_\_\_\_ 30-day notice with stated cause. ORS 90.392, 90.630 or 90.632.

38

39

\_\_\_\_\_ Other notice \_\_\_\_\_

40

\_\_\_\_\_ No notice (explain) \_\_\_\_\_

41

42

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

43

44

3.

45

If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the

1 landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

2 Landlord requests judgment for possession of the premises, court costs, disbursements and at-  
3 torney fees.

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

6  
7 \_\_\_\_\_  
8 Signature of landlord or agent.  
9 \_\_\_\_\_

10  
11 (2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as  
12 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee  
13 of an agent of the plaintiff.

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

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

19  
20 **TEMPORARY OCCUPANT AGREEMENT**

21  
22 **SECTION 5. Section 6 of this 2009 Act is added to and made a part of ORS 90.100 to 90.465.**

23 **SECTION 6. (1) A landlord may allow the guest of a tenant to become a temporary oc-**  
24 **cupant of the tenant’s dwelling unit as provided under this section. To create a temporary**  
25 **occupancy, the landlord, tenant and proposed temporary occupant must enter into a written**  
26 **temporary occupancy agreement that describes the temporary occupancy relationship.**

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

30 (3) A temporary occupancy agreement shall expressly provide that:

31 (a) The temporary occupant is not a tenant entitled to occupy the dwelling unit to the  
32 exclusion of others;

33 (b) The temporary occupant does not have the rights of a tenant;

34 (c) The tenant may terminate the temporary occupancy agreement without cause at any  
35 time;

36 (d) The landlord may terminate the temporary occupancy only for cause that is a mate-  
37 rial violation of the temporary occupancy agreement; and

38 (e) The temporary occupant has no right to cure a violation that causes a landlord to  
39 terminate the temporary occupancy agreement.

40 (4) A temporary occupancy agreement may provide that the temporary occupant is re-  
41 quired to comply with any applicable rules for the premises.

42 (5) A temporary occupancy agreement may have a specific ending date. The landlord,  
43 tenant and temporary occupant may extend or renew a temporary occupancy agreement or  
44 may enter into a new temporary occupancy agreement.

45 (6) A landlord or tenant is not required to give the temporary occupant written notice

1 **of the termination of a temporary occupancy agreement.**

2 (7) **The temporary occupant shall promptly vacate the dwelling unit if a landlord termi-**  
 3 **mates a temporary occupancy for material violation of the temporary occupancy agreement**  
 4 **or if the temporary occupancy agreement ends by its terms. Except as provided in ORS**  
 5 **90.449, the landlord may terminate the tenancy of the tenant as provided under ORS 90.392**  
 6 **or 90.630 if the temporary occupant fails to promptly vacate the dwelling unit or if the tenant**  
 7 **materially violates the temporary occupancy agreement.**

8 (8) **A temporary occupant shall be treated as a squatter if the temporary occupant con-**  
 9 **tinues to occupy the dwelling unit after a tenancy has ended or after the tenant revokes**  
 10 **permission for the occupancy by terminating the temporary occupancy agreement.**

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

14 (b) **A tenant may not become a temporary occupant in the tenant’s own dwelling unit.**

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

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

18 90.100. As used in this chapter, unless the context otherwise requires:

19 (1) **“Accessory building or structure” means any portable, demountable or permanent structure,**  
 20 **including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,**  
 21 **steps, ramps, piers and pilings, that is:**

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

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

25 (2) **“Action” includes recoupment, counterclaim, setoff, suit in equity and any other proceeding**  
 26 **in which rights are determined, including an action for possession.**

27 (3) **“Applicant screening charge” means any payment of money required by a landlord of an**  
 28 **applicant prior to entering into a rental agreement with that applicant for a residential dwelling**  
 29 **unit, the purpose of which is to pay the cost of processing an application for a rental agreement for**  
 30 **a residential dwelling unit.**

31 (4) **“Building and housing codes” includes any law, ordinance or governmental regulation con-**  
 32 **cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-**  
 33 **pearance of any premises or dwelling unit.**

34 (5) **“Conduct” means the commission of an act or the failure to act.**

35 (6) **“Dealer” means any person in the business of selling, leasing or distributing new or used**  
 36 **manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling**  
 37 **or floating home for use as a residence.**

38 (7) **“Domestic violence” means:**

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

40 (b) **Abuse, as defined in ORS 107.705, between partners in a dating relationship.**

41 (8) **“Drug and alcohol free housing” means a dwelling unit described in ORS 90.243.**

42 (9) **“Dwelling unit” means a structure or the part of a structure that is used as a home, resi-**  
 43 **dence or sleeping place by one person who maintains a household or by two or more persons who**  
 44 **maintain a common household. “Dwelling unit” regarding a person who rents a space for a manu-**  
 45 **factured dwelling or recreational vehicle or regarding a person who rents moorage space for a**

1 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
2 not the manufactured dwelling, recreational vehicle or floating home itself.

3 (10) "Essential service" means:

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

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

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

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

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

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

19 (11) "Facility" means a manufactured dwelling park or a marina.

20 (12) "Facility purchase association" means a group of three or more tenants who reside in a  
21 facility and have organized for the purpose of eventual purchase of the facility.

22 (13) "Fee" means a nonrefundable payment of money.

23 (14) "First class mail" does not include certified or registered mail, or any other form of mail  
24 that may delay or hinder actual delivery of mail to the recipient.

25 (15) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a  
26 specific ending date and terminating on that date without requiring further notice to effect the ter-  
27 mination.

28 (16) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes  
29 an accessory building or structure.

30 (17) "Good faith" means honesty in fact in the conduct of the transaction concerned.

31 (18) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

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

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

37 (21) "Landlord's agent" means a person who has oral or written authority, either express or  
38 implied, to act for or on behalf of a landlord.

39 (22) "Last month's rent deposit" means a type of security deposit, however designated, the pri-  
40 mary function of which is to secure the payment of rent for the last month of the tenancy.

41 (23) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured  
42 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory  
43 building or structure. "Manufactured dwelling" does not include a recreational vehicle.

44 (24) "Manufactured dwelling park" means a place where four or more manufactured dwellings  
45 are located, the primary purpose of which is to rent space or keep space for rent to any person for

1 a charge or fee.

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

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

8 (27) "Organization" includes a corporation, government, governmental subdivision or agency,  
9 business trust, estate, trust, partnership or association, two or more persons having a joint or com-  
10 mon interest, and any other legal or commercial entity.

11 (28) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-  
12 verally, in whom is vested:

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

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

16 (29) "Person" includes an individual or organization.

17 (30) "Premises" means:

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

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

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

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

25 (32) "Recreational vehicle" has the meaning given that term in ORS 446.003.

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

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

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

37 (36) "Screening or admission criteria" means a written statement of any factors a landlord  
38 considers in deciding whether to accept or reject an applicant and any qualifications required for  
39 acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history,  
40 character references, public records, criminal records, credit reports, credit references and incomes  
41 or resources of the applicant.

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

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



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

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

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

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

10 (43) "Tenant":

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

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

15 (B) **Means** a minor, as defined and provided for in ORS 109.697. [*As used in ORS 90.505 to*  
 16 *90.840, "tenant" includes]*

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

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

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

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

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

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

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

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

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

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

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

33 (47) "Victim" means:

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

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

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

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

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

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

## ABANDONED PROPERTY OF DECEASED TENANTS

1  
2  
3 **SECTION 8.** ORS 90.425 is amended to read:

4 90.425. (1) As used in this section:

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

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

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

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

20 (e) "Of record" means:

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

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

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

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

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

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

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

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

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

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

7 (a) Personally delivered to the tenant; or

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

9 (A) The premises;

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

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

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

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

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

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

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

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

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

26 (A) Actually known to the landlord;

27 (B) Of record; and

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

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

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

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

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

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

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

45 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)

1 of this section, the landlord may require payment of removal and storage charges, as provided by  
2 subsection (7)(d) of this section, prior to releasing the personal property to the tenant or any  
3 lienholder or owner;

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

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

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

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

19 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than  
20 45 days after personal delivery or mailing of the notice; or

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

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

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

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

30 (A) Promptly dispose of rotting food; and

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

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

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

43 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)  
44 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-  
45 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-

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

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

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

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

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

26 (B) The landlord shall:

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

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

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

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

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

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

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

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

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

1 and

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

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

6 (A) For a manufactured dwelling or floating home, the current market value of the property is  
7 \$8,000 or less as determined by the county assessor; or

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

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

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

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

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

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

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

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

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

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

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

30 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

15 (d)(A) The landlord buys 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 more than \$8,000;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 (C) The lienholder maintain the personal property and the space on which the personal property  
38 is stored in a manner consistent with the rights and obligations described in the rental agreement  
39 between the landlord and the tenant.

40 (e) During the term of an agreement described under this subsection, the lienholder has the right  
41 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a  
42 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a  
43 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the  
44 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions  
45 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on



1 the rented space and become a tenant. The landlord also may condition approval for occupancy of  
2 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may  
 2 not enter a similar agreement with a lienholder pursuant to subsection (19) of this section until the  
 3 agreement with the personal representative or designated person ends.

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

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

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

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

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

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

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

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

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

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

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

40 **(B) Personally delivered or sent by first class mail to any heir, devisee, personal repre-**  
 41 **sentative or designated person, if actually known to the landlord.**

42 **(c) The notice described in subsection (5) of this section must refer to any heir, devisee,**  
 43 **personal representative or designated person, instead of the deceased tenant, and must in-**  
 44 **corporate the provisions of this subsection.**

45 **(d) The landlord shall allow a person who is an heir, devisee, personal representative or**

1 **designated person of the tenant to remove the personal property if the person contacts the**  
 2 **landlord within the period provided by subsection (6) of this section, complies with the re-**  
 3 **quirements of this section and provides the landlord with reasonable evidence that the per-**  
 4 **son is an heir, devisee, personal representative or designated person of the tenant. A**  
 5 **landlord who allows removal of personal property under this paragraph is not liable to any**  
 6 **other person that may have a claim or interest in the personal property.**

7 [(21)] **(22)** If a governmental agency determines that the condition of a manufactured dwelling,  
 8 floating home or recreational vehicle abandoned under this section constitutes an extreme health  
 9 or safety hazard under state or local law and the agency determines that the hazard endangers  
 10 others in the immediate vicinity and requires quick removal of the property, the landlord may sell  
 11 or dispose of the property pursuant to this subsection. The landlord shall comply with all provisions  
 12 of this section, except as follows:

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

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

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

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

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

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

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

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

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

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

44 (A) That the premises, or a portion of the premises, has been determined by an official or agency  
 45 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a

1 result subsections (1) to [(21) and (23) to (26)] **(22) and (24) to (27)** of this section do not apply to  
 2 personal property left on any portion of the premises determined to be unfit for use;

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

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

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

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

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

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

18 [(23)] **(24)** In the case of an abandoned recreational vehicle, manufactured dwelling or floating  
 19 home that is owned by someone other than the tenant, the provisions of this section regarding the  
 20 rights and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that  
 21 owner, with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside  
 22 the vehicle, dwelling or home.

23 [(24)] **(25)** In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830  
 24 and 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord  
 25 as an alternative to the procedures required in this section.

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

30 (A) The landlord;

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

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

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

39 [(26)] **(27)** Until personal property is conclusively presumed to be abandoned under subsection  
 40 (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal  
 41 property.

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

**FEES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

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

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

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

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

32 [(4)] **(5)** The landlord may claim all or part of the security deposit only if the security deposit  
 33 was made for any or all of the purposes provided by subsection [(5)] **(6)** of this section.

34 [(5)] **(6)(a)** The landlord may claim from the security deposit only the amount reasonably nec-  
 35 essary:

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

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

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

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

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

2       **(i) The cleaning is performed by use of a machine specifically designed for cleaning or**  
 3 **shampooing carpets;**

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

5       **(iii) The written rental agreement provides that the landlord may deduct the cost of**  
 6 **carpet cleaning regardless of whether the tenant cleans the carpet before delivering pos-**  
 7 **session.**

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

10       [(6)] **(7)** A landlord may not require that a security deposit or prepaid rent be required or for-  
 11 feited to the landlord upon the failure of the tenant to maintain a tenancy for a minimum number  
 12 of months in a month-to-month tenancy.

13       [(7)] **(8)** Any last month's rent deposit must be applied to the rent due for the last month of the  
 14 tenancy:

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

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

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

20       [(8)] **(9)** Any portion of a last month's rent deposit not applied as provided under subsection  
 21 [(7)] **(8)** of this section shall be accounted for and refunded as provided under subsections [(10) to  
 22 (12)] **(11) to (13)** of this section. Unless the tenant and landlord agree otherwise, a last month's rent  
 23 deposit shall not be applied to rent due for any period other than the last month of the tenancy. A  
 24 last month's rent deposit shall not operate to limit the amount of rent charged unless a written  
 25 rental agreement provides otherwise.

26       [(9)] **(10)** Upon termination of the tenancy, a landlord shall account for and refund to the tenant  
 27 the unused balance of any prepaid rent not previously refunded to the tenant as required by ORS  
 28 90.380 and 105.120 (5)(b) or any other provision of this chapter, in the same manner as required for  
 29 security deposits by this section. The landlord may claim from the remaining prepaid rent only the  
 30 amount reasonably necessary to pay the tenant's unpaid rent.

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

35       [(11)] **(12)** The security deposit or prepaid rent or portion thereof not claimed in the manner  
 36 provided by subsections [(9) and] (10) **and (11)** of this section shall be returned to the tenant not  
 37 later than 31 days after the termination of the tenancy and delivery of possession to the landlord.

38       [(12)] **(13)** The landlord shall give the written accounting as required by subsection [(10)] **(11)**  
 39 of this section or shall return the security deposit or prepaid rent as required by subsection [(11)]  
 40 **(12)** of this section by personal delivery or by first class mail.

41       [(13)] **(14)** If a security deposit or prepaid rent secures a tenancy for a space for a tenant owned  
 42 and occupied manufactured dwelling or floating home, whether or not in a facility, and the dwelling  
 43 or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in  
 44 subsections [(10) and] (11) **and (12)** of this section commences on the earliest of:

45       (a) Waiver of the abandoned property process under ORS 90.425 [(25)] **(26)** or 90.675 (22);

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

2 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS  
3 90.425 (10)(b) or 90.675 (10)(b); or

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

6 ~~[(14)]~~ **(15)** If the landlord fails to comply with subsection ~~[(11)]~~ **(12)** of this section or if the  
7 landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due  
8 to the tenant under this chapter or the rental agreement, the tenant may recover the money due in  
9 an amount equal to twice the amount:

10 (a) Withheld without a written accounting under subsection ~~[(10)]~~ **(11)** of this section; or

11 (b) Withheld in bad faith.

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

14 (b) If a security deposit or prepaid rent is delivered to a garnishor in violation of ORS 18.618  
15 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow  
16 the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is deliv-  
17 ered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant  
18 fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the  
19 tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant  
20 after the garnishment, the landlord is not required to refund or account for the security deposit or  
21 prepaid rent under subsection ~~[(9)]~~ **(10)** of this section.

22 ~~[(16)]~~ **(17)** This section does not preclude the landlord or tenant from recovering other damages  
23 under this chapter.

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

25 90.302. *[(1) Except as specifically provided otherwise in this chapter, A landlord may require the*  
26 *payment of a fee, if the fee is related to and designated as being charged for a specific reasonably an-*  
27 *anticipated landlord expense. A landlord shall provide a receipt for the fee, and the receipt or a written*  
28 *rental agreement shall describe the anticipated landlord expense to be covered by the fee and describe*  
29 *the landlord's duties under subsection (4) of this section.]*

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

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

33 **(1) A landlord may not require the payment of a fee except as provided in this section.**  
34 **A fee must be described in a written rental agreement.**

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

36 (a) A late rent payment, pursuant to ORS 90.260.[:]

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

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

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

45 **(d) The violation of a written pet agreement or of a rule relating to pets in a facility,**



1 pursuant to ORS 90.530.

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

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

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

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

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

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

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

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

20 (D) Parking violations.

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

22 [(4)] (3) A landlord may not be required to account for or return to the tenant any fee. [*Upon*  
 23 *termination of a tenancy and delivery of possession, a landlord shall first apply any fee to the related*  
 24 *landlord expense as reasonably assessed against the tenant, before applying the tenant's security de-*  
 25 *posit, if any, to that expense.*]

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

28 (5) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment  
 29 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS  
 30 90.392 or 90.630 (1).

31 (6) This section does not apply to:

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

33 (b) Applicant screening charges paid pursuant to ORS 90.295;

34 (c) Charges assessed for repairs; or

35 (d) Charges for actions that are requested by the tenant and are not required of the  
 36 landlord by the rental agreement or by law.

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

38 90.472. (1) As used in this section, "state service member" means a member of the organized  
 39 militia who is called into active service of the state by the Governor under ORS 399.065 (1) for 90  
 40 or more consecutive days.

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

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

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

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

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 (2) 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 15.** ORS 90.475 is amended to read:

7 90.475. (1) A tenant may terminate a rental agreement upon written notice if the tenant provides  
8 the landlord with proof of official orders showing that the tenant is:

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

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

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

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

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

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

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

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

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

23 (b) The later of:

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

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

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

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

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

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

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

34 **SECTION 16. The amendments to ORS 90.300 and 90.302 by sections 12 and 13 of this 2009**  
35 **Act apply to fees and charges for occurrences, abandonments, relinquishments and non-**  
36 **compliances occurring on or after the effective date of this 2009 Act.**

37  
38 **CAPTIONS**

39  
40 **SECTION 17. The unit captions used in this 2009 Act are provided only for the conven-**  
41 **ience of the reader and do not become part of the statutory law of this state or express any**  
42 **legislative intent in the enactment of this 2009 Act.**