

## SENATE AMENDMENTS TO SENATE BILL 771

By COMMITTEE ON CONSUMER PROTECTION AND PUBLIC AFFAIRS

April 15

- 1 On page 1 of the printed bill, line 21, before “During” insert “At any time”.
- 2 In line 24, before “After” insert “At any time”.
- 3 On page 2, line 3, after “tenancy” insert “without cause”.
- 4 On page 5, line 20, delete “OCCUPANT” and insert “OCCUPANCY”.
- 5 Delete lines 23 through 45.
- 6 On page 6, delete lines 1 through 16 and insert:
- 7 **“SECTION 6. (1) As provided under this section, a landlord may allow an individual to**
- 8 **become a temporary occupant of the tenant’s dwelling unit as a guest of the tenant. To**
- 9 **create a temporary occupancy, the landlord, tenant and proposed temporary occupant must**
- 10 **enter into a written temporary occupancy agreement that describes the temporary occu-**
- 11 **pancy relationship.**
- 12 **“(2) The temporary occupant:**
- 13 **“(a) Is not a tenant entitled to occupy the dwelling unit to the exclusion of others; and**
- 14 **“(b) Does not have the rights of a tenant.**
- 15 **“(3) The temporary occupancy agreement may be terminated by:**
- 16 **“(a) The tenant without cause at any time; and**
- 17 **“(b) The landlord only for cause that is a material violation of the temporary occupancy**
- 18 **agreement.**
- 19 **“(4) The temporary occupant does not have a right to cure a violation that causes a**
- 20 **landlord to terminate the temporary occupancy agreement.**
- 21 **“(5) Before entering into a temporary occupancy agreement, a landlord may screen the**
- 22 **proposed temporary occupant for issues regarding conduct or for a criminal record. The**
- 23 **landlord may not screen the proposed temporary occupant for credit history or income level.**
- 24 **“(6) A temporary occupancy agreement:**
- 25 **“(a) Shall expressly include the requirements of subsections (2) to (4) of this section;**
- 26 **“(b) May provide that the temporary occupant is required to comply with any applicable**
- 27 **rules for the premises; and**
- 28 **“(c) May have a specific ending date.**
- 29 **“(7) The landlord, tenant and temporary occupant may extend or renew a temporary oc-**
- 30 **cupancy agreement or may enter into a new temporary occupancy agreement.**
- 31 **“(8) A landlord or tenant is not required to give the temporary occupant written notice**
- 32 **of the termination of a temporary occupancy agreement.**
- 33 **“(9) The temporary occupant shall promptly vacate the dwelling unit if a landlord termi-**
- 34 **nates a temporary occupancy agreement for material violation of the temporary occupancy**
- 35 **agreement or if the temporary occupancy agreement ends by its terms. Except as provided**

1 in ORS 90.449, the landlord may terminate the tenancy of the tenant as provided under ORS  
2 90.392 or 90.630 if the temporary occupant fails to promptly vacate the dwelling unit or if the  
3 tenant materially violates the temporary occupancy agreement.

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

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

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

11 “(c) A tenancy may not consist solely of a temporary occupancy. Each tenancy must  
12 have at least one tenant.”.

13 On page 18, delete lines 28 through 45.

14 On page 19, delete lines 1 through 6 and insert:

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

18 “(a) The following persons have the same rights and responsibilities regarding the abandoned  
19 personal property as a tenant:

20 “(A) An heir or devisee.

21 “(B) Any personal representative named in a will or appointed by a court to act for the deceased  
22 tenant.

23 “(C) Any person designated in writing by the tenant to be contacted by the landlord in the event  
24 of the tenant’s death.

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

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

27 “(B) Personally delivered or sent by first class mail to any heir, devisee, personal representative  
28 or designated person, if actually known to the landlord; and

29 “(C) Sent by first class mail to the attention of an estate administrator of the Department of  
30 State Lands.

31 “(c) The notice described in subsection (5) of this section must refer to the heir, devisee, per-  
32 sonal representative, designated person or estate administrator of the department, instead of the  
33 deceased tenant, and must incorporate the provisions of this subsection.

34 “(d) The landlord shall allow a person that is an heir, devisee or personal representative of the  
35 tenant, or an estate administrator of the department, to remove the personal property if the person  
36 contacts the landlord within the period provided by subsection (6) of this section, complies with the  
37 requirements of this section and provides the landlord with reasonable evidence that the person is  
38 an heir, devisee or personal representative, or an estate administrator of the department.

39 “(e) If neither an heir, devisee nor personal representative of the tenant, nor an estate admin-  
40 istrator of the department, contacts the landlord within the time period provided by subsection (6)  
41 of this section, the landlord shall allow removal of the personal property by the designated person  
42 of the tenant, if the designated person contacts the landlord within that period and complies with  
43 the requirements of this section and provides the landlord with reasonable evidence that the person  
44 is the designated person.

45 “(f) A landlord who allows removal of personal property under this subsection is not liable to

1 another person that has a claim or interest in the personal property.”.

2 On page 22, line 43, before “repair” insert “cleaning or”.

3 On page 23, line 6, delete “delivering pos-”.

4 In line 7, delete “session.” and insert “delivery of possession as described in ORS 90.147.”.

5 In line 8, delete “cleaning or necessary” and insert “necessary cleaning or”.

6 On page 24, delete lines 33 and 34 and insert:

7 “(1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord

8 expense and may not require the payment of any fee except as provided in this section. A fee must

9 be described in a written rental agreement.”.

10 In line 41, after “(7)” insert a period and delete the rest of the line and line 42.

11 On page 25, line 33, after the semicolon insert “or”.

12 Delete line 34.

13 In line 35, delete “(d)” and insert “(c)” and before “actions” insert “improvements or other”.

14 On page 26, delete lines 34 through 36 and insert:

15 **“SECTION 16. Notwithstanding ORS 90.302 (1), a landlord may retain a fee charged before**

16 **the effective date of this 2009 Act at the beginning of the tenancy for an anticipated landlord**

17 **expense.**

18 **“SECTION 17. The amendments to ORS 90.302 by section 13 of this 2009 Act apply to fees**

19 **and charges for occurrences, abandonments, relinquishments and noncompliances:**

20 **“(1) Occurring on or after the effective date of this 2009 Act for fees or charges provided**

21 **for in a month-to-month tenancy; and**

22 **“(2) Occurring on or after the effective date of this 2009 Act for fees and charges pro-**

23 **vided for in a fixed-term tenancy that is entered into on or after the effective date of this**

24 **2009 Act.”.**

25 In line 40, delete “17” and insert “18”.

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