

House Bill 2172

Sponsored by Representative BUCKLEY; Senator MONNES ANDERSON (Pre-session filed.)

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**.

Limits amount by which landlord can increase rent for manufactured dwelling space or floating home space. Makes other changes to law governing relationship between landlords and tenants of manufactured dwellings and floating homes.

Creates program for resolving disputes between landlords and tenants of manufactured dwellings and floating homes. Directs Manufactured Communities Resource Center to administer program. Authorizes center to impose civil penalty against landlord or tenant for not complying with final order of center. Establishes Tenant and Landlord Dispute Resolution Fund and continuously appropriates moneys in fund to center for purpose of administering program.

Requires landlords to register annually with Housing and Community Services Department. Requires landlords to post notice of information related to program. Authorizes imposition of civil penalty against landlord for not registering or not posting notice.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to tenancy; creating new provisions; amending ORS 90.600, 90.610, 90.645, 90.650, 90.655,
3 90.675, 90.730, 90.750, 90.765, 90.771, 446.525, 446.533, 446.543 and 446.547; appropriating money;
4 and declaring an emergency.

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

RENT JUSTIFICATION

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7
8
9 **SECTION 1.** ORS 90.600 is amended to read:

10 90.600. *[(1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.840 apply,*
11 *the landlord may not increase the rent unless the landlord gives notice in writing to each affected ten-*
12 *ant at least 90 days prior to the effective date of the rent increase specifying the amount of the increase,*
13 *the amount of the new rent and the date on which the increase becomes effective.]*

14 **(1) As used in this section and section 3 of this 2011 Act:**

15 **(a) "Anniversary date" means:**

16 **(A) The annual anniversary of the date on which a landlord and a tenant entered into a**
17 **month-to-month or fixed term tenancy for rental of a space for a manufactured dwelling or**
18 **floating home; or**

19 **(B) If a landlord chooses to raise the rent for all tenants on the same day of the year,**
20 **the annual anniversary of that date.**

21 **(b) "Base rent" means:**

22 **(A) During the first year of a tenancy, the amount that a tenant agreed on the first day**
23 **of the tenancy to pay the landlord annually to rent a space for a manufactured dwelling or**
24 **floating home; and**

25 **(B) On an anniversary date, the amount that a tenant agreed to pay the landlord to rent**

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 a space for a manufactured dwelling or floating home for the previous year.

2 (c) "Capital improvement" means installation, replacement or major repair of
3 infrastructure.

4 (d) "Infrastructure" means any of the following located on a facility:

5 (A) A line or device that is necessary for the provision of an essential service.

6 (B) A driveway or walkway that provides access to a space for a manufactured dwelling
7 or floating home.

8 (C) A structure provided for the common use of the tenants.

9 (e) "Net income" means the annual gross income of a facility minus the annual operating
10 expenses of the facility.

11 (f)(A) "Operating expenses" includes:

12 (i) Real property taxes and assessments;

13 (ii) Fees and assessments required to be paid under section 12 of this 2011 Act;

14 (iii) Utility payments that are not bundled with rent;

15 (iv) Insurance premium payments;

16 (v) The cost of maintaining and making ordinary and necessary repairs to infrastructure
17 or the grounds or common areas of a facility;

18 (vi) The compensation of the employees of a facility;

19 (vii) The loss of rent resulting from the use of a space for a manufactured dwelling or
20 floating home to provide housing to employees of a facility as part of compensation for em-
21 ployment;

22 (viii) Property management costs, including the cost of accounting and legal services that
23 are necessary to operate a facility;

24 (ix) The purchase and repair of vehicles, equipment and supplies that are necessary to
25 operate a facility;

26 (x) Advertising costs necessary to ensure occupancy of a facility; and

27 (xi) The facility owner's portion of the cost of a capital improvement that is required by
28 law or agreed to by a tenants' committee.

29 (B) "Operating expenses" does not include:

30 (i) The facility owner's portion of the cost of a capital improvement that is not required
31 by law and not agreed to by a tenants' committee;

32 (ii) Debt service payments;

33 (iii) Costs related to the leasing of a facility;

34 (iv) Any expense reimbursed by a tenant;

35 (v) Any cost related to the repair or maintenance of a manufactured dwelling or floating
36 home owned by the facility owner or landlord;

37 (vi) Court costs and attorney fees incurred by the facility owner or landlord in a civil
38 action or contested case hearing between the owner or landlord and a tenant in which the
39 owner or landlord does not prevail;

40 (vii) The amount, if any, by which a facility depreciates; and

41 (viii) A civil penalty payment made pursuant to sections 4 to 16 of this 2011 Act.

42 (2) In renting a space for a manufactured dwelling or floating home, a landlord must
43 make an offer to rent the space for an amount that is comparable to the rent paid by tenants
44 who rent similarly sized and similarly situated spaces at the facility.

45 (3) A landlord may increase the rent established in a month-to-month or fixed term

1 tenancy only on the anniversary date.

2 (4) Notwithstanding subsection (3) of this section, a landlord may not increase the rent
 3 established in a month-to-month or fixed term tenancy unless the following conditions are
 4 met:

5 (a) An increase in the rent is necessary for the owner of the facility to receive:

6 (A) A positive net income; and

7 (B) An increase in the base rent that is no greater than the base rent multiplied by the
 8 percentage increase in the Portland-Salem Consumer Price Index for All Urban Consumers
 9 for All Items as reported by the United States Bureau of Labor Statistics for the 12-month
 10 period preceding the date notice is given under paragraph (b) of this subsection.

11 (b) The landlord gives written notice of the rent increase to the tenant at least 120 days
 12 prior to the effective date of the increase. Notice given under this paragraph must specify:

13 (A) The amount of rent owed each month before the increase;

14 (B) The amount by which the rent will be increased;

15 (C) The amount of rent owed each month after the increase;

16 (D) The date on which the increase becomes effective; and

17 (E) Why the increase in rent is necessary.

18 (5) A landlord may charge a tenant the tenant's share of one-half of the cost of a capital
 19 improvement.

20 (6) Notwithstanding subsection (5) of this section, a landlord may not charge a tenant the
 21 tenant's share of one-half of the cost of a capital improvement unless all of the following
 22 conditions are met:

23 (a) The landlord establishes a payment schedule for the capital improvement that is
 24 separate and distinct from the payment schedule for rent.

25 (b) The capital improvement is completed and the landlord has received a final account-
 26 ing of the cost of the capital improvement.

27 (c) The amount charged does not exceed \$25 per month.

28 (d) The landlord gives the tenant written notice of the proposed charge for the capital
 29 improvement at least 120 days prior to assessing the charge. Notice given under this para-
 30 graph must include:

31 (A) A final accounting of the cost of the capital improvement;

32 (B) The total amount of the tenant's share of the cost of the capital improvement, the
 33 number of months for which the charge will be assessed and the monthly charge;

34 (C) The date on which the charge will first be assessed; and

35 (D) An explanation for why the capital improvement is necessary to receive a rate of
 36 return as described in subsection (4) of this section.

37 (7) Subsections (3) and (4) of this section require a landlord to justify annual rent in-
 38 creases.

39 [(2) This section does not create a right to increase rent that does not otherwise exist.]

40 [(3) This section does not require a landlord to compromise, justify or reduce a rent increase that
 41 the landlord otherwise is entitled to impose.]

42 [(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510
 43 (4), requiring a landlord to provide a written rental agreement, create a basis for tenant challenge of
 44 a rent increase, judicially or otherwise.]

45 [(5)(a)] (8)(a) The tenants [who reside in a facility] may elect one committee of seven or fewer

1 members in a facility-wide election to represent the tenants. One tenant of record for each rented
 2 space may vote in the election. Upon written request from the tenants' committee, the landlord or
 3 a representative of the landlord shall meet with the committee within 10 to 30 days of the request
 4 to discuss the tenants' [nonrent] concerns regarding the facility. Unless the parties agree otherwise,
 5 upon a request from the tenants' committee, a landlord or representative of the landlord shall meet
 6 with the tenants' committee at least once, but not more than twice, each calendar year. The meeting
 7 shall be held on the premises if the facility has suitable meeting space for that purpose, or at a lo-
 8 cation reasonably convenient to the tenants. After the meeting, the tenants' committee shall send
 9 a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord
 10 or the landlord's representative shall make a good faith response in writing to the committee's
 11 summary within 60 days.

12 (b) The tenants' committee is entitled to informal dispute resolution in accordance with ORS
 13 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails
 14 to respond in good faith to the written summary as required by paragraph (a) of this subsection.

15 **(9) A landlord shall enforce a facility rule or regulation equally against all tenants. If a
 16 landlord does not enforce a rule or regulation equitably, the landlord may not enforce the
 17 rule or regulation against any tenant.**

18 **SECTION 2. Section 3 of this 2011 Act is added to and made a part of ORS 90.505 to 90.840.**

19 **SECTION 3. (1) Notwithstanding ORS 90.600, during a civil action brought under this
 20 chapter or during a dispute resolution proceeding, settlement agreement proceeding or con-
 21 tested case hearing held pursuant to sections 4 to 16 of this 2011 Act, when a tenant files a
 22 complaint alleging that a landlord increased the rent established in a month-to-month or
 23 fixed term tenancy more than the amount that is necessary for the owner of the facility to
 24 receive a positive net income and an increase in base rent as described in ORS 90.600 (4), a
 25 court and the Manufactured Communities Resource Center may consider, and the landlord
 26 and the complainant may submit, evidence of an increase or decrease in the value of the
 27 manufactured dwelling or floating home occupied by the complainant.**

28 **(2) After considering evidence submitted pursuant to subsection (1) of this section, if a
 29 court or the center finds substantial evidence that the manufactured dwelling or floating
 30 home occupied by the complainant has increased or decreased in value, the court may in-
 31 clude in its final judgment, and the center may include in its final order under section 11 of
 32 this 2011 Act, instructions to increase or decrease the rent paid by the complainant by an
 33 amount that is proportional to the increase or decrease in value.**

34
 35 **ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

36
 37 **SECTION 4. As used in sections 4 to 16 of this 2011 Act:**

38 **(1) "Floating home" has the meaning given that term in ORS 830.700.**

39 **(2) "Floating home facility" means a facility:**

40 **(a) Where four or more floating homes are moored within 500 feet of one another; and**

41 **(b) That constitutes a business the primary purpose of which is to rent or lease spaces
 42 to owners of floating homes.**

43 **(3) "Landlord" means a person that:**

44 **(a) Owns or manages a manufactured dwelling facility or a floating home facility; and**

45 **(b) Rents a space for a manufactured dwelling or floating home, as that phrase is defined**

1 by ORS 90.505, to a tenant.

2 (4) "Manufactured dwelling" means a residential trailer, mobile home or manufactured
3 home as those terms are defined in ORS 446.003.

4 (5) "Manufactured dwelling facility" means a facility:

5 (a) Where four or more manufactured dwellings are located within 500 feet of one an-
6 other; and

7 (b) That constitutes a business, the primary purpose of which is to rent or lease spaces
8 to owners of manufactured dwellings.

9 (6) "Tenant" means a person who rents a space for a manufactured dwelling or floating
10 home, as that phrase is defined in ORS 90.505, from a landlord.

11 **SECTION 5.** (1) The Manufactured Communities Resource Center shall administer a
12 program for the purpose of resolving disputes between tenants and landlords that involve
13 alleged violations of the provisions of ORS chapter 90.

14 (2) The Director of the Housing and Community Services Department and authorized
15 agents of the director may administer oaths, take depositions and issue subpoenas to compel
16 the attendance of witnesses and the production of documents or other written information
17 necessary to carry out the provisions of sections 4 to 16 of this 2011 Act. If any person fails
18 to comply with a subpoena issued under this section or refuses to testify on matters on
19 which the person lawfully may be interrogated, the director or the authorized agent of the
20 director may follow the procedure set out in ORS 183.440 to compel obedience.

21 (3) In accordance with any applicable provision of ORS chapter 183, the director may
22 adopt rules for the administration of sections 4 to 16 of this 2011 Act.

23 (4) A person delegated any powers or duties pursuant to sections 4 to 16 of this 2011 Act
24 may not represent a tenant or a landlord in a civil action brought under ORS chapter 90.

25 **SECTION 6.** (1) A tenant or a landlord may file with the Manufactured Communities
26 Resource Center a complaint alleging a violation of a provision of ORS chapter 90. A com-
27 plaint must specify the date and place of the alleged violation and summarize the circum-
28 stances giving rise to the alleged violation. The center shall prescribe the form of the
29 complaint.

30 (2) A tenant or a landlord may not file a complaint under this section if the tenant or
31 the landlord has commenced a civil action under ORS chapter 90 alleging the same matters
32 that are the basis of the complaint.

33 (3) Not more than 15 days after a complaint is filed, the center shall:

34 (a) Inform the complainant of any notice required to initiate legal proceedings under the
35 applicable provision of ORS chapter 90 and the amount of time, if any, that the respondent
36 has to remedy the violation after receiving the notice required under ORS chapter 90; and

37 (b) Serve notice by registered or certified mail to the person against whom the complaint
38 is filed of the filing of the complaint, the date and place of the alleged violation and the cir-
39 cumstances giving rise to the alleged violation.

40 **SECTION 7.** If the Director of the Housing and Community Services Department or an
41 authorized agent of the director has reason to believe that a tenant or a landlord has com-
42 mitted a violation of a provision of ORS chapter 90, the director or the authorized agent of
43 the director may file a complaint in the same manner as a tenant or a landlord may file a
44 complaint under section 6 of this 2011 Act.

45 **SECTION 8.** The authority of the Manufactured Communities Resource Center to con-

1 duct investigations or other proceedings to resolve a complaint filed under section 6 or 7 of
 2 this 2011 Act ceases on the earliest of the following dates:

3 (1) The date that is one year after the complaint is filed or, if the center has issued a
 4 finding of substantial evidence under section 9 of this 2011 Act during the one-year period,
 5 the date that is one year after the finding is issued.

6 (2) The date of the filing of a civil action under ORS chapter 90 by the complainant al-
 7 leging the same matters that are the basis of the complaint.

8 (3) The date on which the center dismisses the proceedings, resolves the complaint
 9 through alternative dispute resolution or issues a final order under section 11 of this 2011
 10 Act.

11 **SECTION 9.** (1) The Manufactured Communities Resource Center shall commence an in-
 12 vestigation of a complaint filed under section 6 or 7 of this 2011 Act no later than 30 days
 13 after the filing of the complaint.

14 (2) If the center determines during the investigation that an additional person should be
 15 named as a respondent in the complaint, the center may add the name of that person to the
 16 complaint. The center may not add the name of a person to the complaint after issuing a
 17 finding of substantial evidence. Not more than 10 days after naming an additional person as
 18 a respondent, the center shall serve the person by registered or certified mail notice of the
 19 complaint, the date and place of the alleged violation and the circumstances giving rise to
 20 the alleged violation.

21 (3) If an investigation under this section discloses any substantial evidence supporting
 22 the allegations of a complaint, the center shall issue a finding of substantial evidence. The
 23 finding must be sent to the complainant and to each respondent by registered or certified
 24 mail and must be signed by an employee of the center. The finding must include:

25 (a) The names and addresses of the complainant and each respondent;

26 (b) A summary of the allegations contained in the complaint;

27 (c) Facts found by the center that are related to the allegations contained in the com-
 28 plaint; and

29 (d) A statement that substantial evidence supports the allegations contained in the
 30 complaint.

31 **SECTION 10.** (1) After issuing a finding of substantial evidence under section 9 of this
 32 2011 Act, the Manufactured Communities Resource Center:

33 (a) Shall determine whether alternative means of dispute resolution will effectively re-
 34 solve a complaint filed under section 6 of this 2011 Act. If the center determines that alter-
 35 native means of dispute resolution may effectively resolve the complaint, the center shall
 36 initiate negotiations between the complainant and the respondent or respondents. In resolv-
 37 ing a dispute, the center shall follow policies and procedures developed in accordance with
 38 ORS 183.502. If the center determines that alternative means of dispute resolution cannot
 39 effectively resolve the complaint, or if the center fails to successfully resolve the complaint,
 40 the center shall, subject to the procedures for a contested case hearing under ORS chapter
 41 183, determine whether a violation of a provision of ORS chapter 90 occurred.

42 (b) May enter into a settlement agreement with the tenant or landlord that is the subject
 43 of a complaint filed under section 7 of this 2011 Act. If the center does not settle the com-
 44 plaint, the center shall, subject to the procedures for a contested case hearing under ORS
 45 chapter 183, determine whether a violation of a provision of ORS chapter 90 occurred.

1 (2) The terms of any alternative dispute resolution agreement or settlement agreement
 2 entered into pursuant to this section must be contained in a written agreement signed by
 3 the complainant, each respondent, the Director of the Housing and Community Services
 4 Department or an authorized agent of the director and, for an alternative dispute resolution
 5 agreement, the arbitrator or mediator if any. The agreement may include any or all of the
 6 terms and conditions set forth in a final order issued under section 11 of this 2011 Act.

7 **SECTION 11.** (1) If the Manufactured Communities Resource Center finds that a violation
 8 of a provision of ORS chapter 90 occurred, the center shall issue a final order that includes:

9 (a) Any award for damages allowed under the applicable provision of ORS chapter 90;

10 (b) The corrective action, as determined by the center, to be taken by the respondent;

11 (c) The amount of time, as determined by the center, but not less than 10 business days,
 12 that the respondent has to take the corrective action; and

13 (d) The amount of the civil penalty that the center will impose if the respondent does not
 14 take the corrective action within the specified time.

15 (2) If the center finds that the violation affects a person not named as a complainant in
 16 the same manner that the violation affects a complainant, the center may include in its final
 17 order an order for the corrective action also to apply to the affected person.

18 (3) If a respondent fails to take the corrective action on or before the date specified in
 19 the final order, the center may impose a civil penalty of up to \$500 for each violation com-
 20 mitted by the respondent. Each day that a respondent fails to take the corrective action af-
 21 ter the date specified in the final order is a separate violation.

22 (4) A final order issued under this section may be recorded in the County Clerk Lien
 23 Record as provided in ORS 205.125. In addition to enforcement under ORS 205.126, the order
 24 may be enforced by a civil action under ORS chapter 90 to compel specific performance of
 25 the order.

26 (5) A respondent may file with the center a request to increase the amount of time that
 27 the respondent has to take the corrective action specified in the final order. A request filed
 28 under this subsection must demonstrate that taking the corrective action on or before the
 29 date specified in the final order is not practicable. The center shall prescribe the form of the
 30 request and the manner in which the request is filed.

31 (6) The center may award costs and reasonable attorney fees to the prevailing party as
 32 determined by the center in a final order issued under this section.

33 (7) The center shall deposit all civil penalties collected under this section in the Tenant
 34 and Landlord Dispute Resolution Fund established in section 16 of this 2011 Act.

35 **SECTION 12.** (1) A landlord shall register annually with the Housing and Community
 36 Services Department each manufactured dwelling facility and floating home facility owned
 37 or managed by the landlord in this state. To register, a landlord must:

38 (a) File with the department an application for registration;

39 (b) Pay the applicable registration fee required by this section; and

40 (c) Pay the assessment fee required by this section.

41 (2) By rule, the department shall establish the date by which a landlord must register
 42 each manufactured dwelling facility or floating home facility owned or managed by the
 43 landlord and the amounts of the registration and renewal fees.

44 (3) The department annually shall send by registered or certified mail to the landlord of
 45 each manufactured dwelling facility or floating home facility located in this state notice of

1 the requirement to register and a registration packet. The department must send one reg-
 2 istration packet to the landlord for each facility owned or managed by the landlord. The de-
 3 partment must mail the notice and the packet no later than 60 days before the date on which
 4 the landlord must be registered. A registration packet must include:

- 5 (a) An application form;
- 6 (b) Information relating to registration fees, assessment fees and due dates; and
- 7 (c) An explanation of collection procedures for registration fees and assessment fees.
- 8 (4) For each manufactured dwelling facility or floating home facility owned or managed
 9 by a landlord, the landlord shall pay the department:

10 (a)(A) An initial registration fee for the first year that the landlord registers the facility
 11 with the department; or

12 (B) A renewal fee for each subsequent year that the landlord registers the facility with
 13 the department; and

14 (b) An assessment fee of \$10 for each manufactured dwelling or floating home located in
 15 the facility. To offset the costs of the assessment fee, a landlord may charge a tenant a
 16 maximum of \$5 for each manufactured dwelling or floating home owned by the tenant that
 17 is located in the facility.

18 (5) If a landlord fails to timely register, the department shall notify the landlord by reg-
 19 istered or certified mail of the failure. The notice must include:

20 (a) The amount of any civil penalty imposed by the department under subsection (6) of
 21 this section; and

22 (b) The date on which the department is authorized under subsection (7) of this section
 23 to attach a lien against the real property on which the manufactured dwelling facility or
 24 floating home facility is located.

25 (6) The department may impose a civil penalty of up to \$1,000 against the landlord of a
 26 manufactured dwelling facility or floating home facility that fails to timely register under
 27 this section. The department may impose a separate penalty for each facility that is not
 28 timely registered.

29 (7) If a landlord fails to register within 90 days after the department mails the landlord
 30 notice of failure to register, the department may attach a lien against the manufactured
 31 dwelling facility or floating home facility owned or managed by the landlord for any amount
 32 that the landlord owes the department pursuant to this section. If the department prevails
 33 in an action to enforce a lien described in this subsection, the landlord shall pay court costs
 34 and reasonable attorney fees incurred by the department during the proceedings.

35 (8) The department shall deposit all moneys collected under this section in the Tenant
 36 and Landlord Dispute Resolution Fund established in section 16 of this 2011 Act.

37 **SECTION 13.** To facilitate the registration of manufactured dwelling facilities and float-
 38 ing home facilities under section 12 of this 2011 Act, the Housing and Community Services
 39 Department may require the landlord of a manufactured dwelling facility or floating home
 40 facility to submit additional information for the purpose of administering the program, in-
 41 cluding:

- 42 (1) The name, address and telephone number of the landlord;
- 43 (2) The name, address and telephone number of the facility;
- 44 (3) The number of spaces in the facility; and
- 45 (4) The address of each space in the facility.

SECTION 14. The Manufactured Communities Resource Center shall:

(1) Create an informational notice that:

(a) Summarizes the rights and responsibilities of landlords and tenants under sections 4 to 16 of this 2011 Act and ORS chapter 90;

(b) Describes how to file a complaint under section 6 of this 2011 Act; and

(c) References the toll-free number required by subsection (3) of this section and the website required by subsection (4) of this section.

(2) Send the notice described in subsection (1) of this section to the landlord of each manufactured dwelling facility or floating home facility located in this state.

(3) Establish a toll-free number that a tenant or landlord can call to obtain information about sections 4 to 16 of this 2011 Act and ORS chapter 90.

(4) Establish and operate a website that provides information about sections 4 to 16 of this 2011 Act and ORS chapter 90, including:

(a) A summary of the rights and responsibilities of landlords and tenants under sections 4 to 16 of this 2011 Act and ORS chapter 90; and

(b) A description of how to file a complaint under section 6 of this 2011 Act.

(5) Create and maintain a database of complaints filed under sections 6 and 7 of this 2011 Act. The database must include the number of complaints filed against each manufactured dwelling facility or floating home facility, the nature of each complaint and the outcome associated with each complaint. The center may not disclose under this subsection the details of any agreement described in section 10 (2) of this 2011 Act except as allowed in ORS 90.771.

(6) Submit a report of the data collected under subsection (5) of this section to an appropriate interim committee of the Legislative Assembly on or before December 31 of each year. The report may include recommendations for improving the program described in sections 4 to 16 of this 2011 Act.

SECTION 15. (1) A landlord that receives an informational notice from the Manufactured Communities Resource Center under section 14 of this 2011 Act shall post the notice in each manufactured dwelling facility or floating home facility owned or managed by the landlord. The landlord shall post the notice in a conspicuous place reasonably calculated to inform tenants of the contents of the notice.

(2) If a landlord has not posted the notice as described in subsection (1) of this section, the center may assess a civil penalty of up to \$1,000 against the landlord of the manufactured dwelling facility or floating home facility. The center shall deposit all civil penalties collected under this subsection in the Tenant and Landlord Dispute Resolution Fund established in section 16 of this 2011 Act.

SECTION 16. The Tenant and Landlord Dispute Resolution Fund is established in the State Treasury, separate and distinct from the General Fund. Interest earned by the Tenant and Landlord Dispute Resolution Fund shall be credited to the fund. Moneys in the fund are continuously appropriated to the Manufactured Communities Resource Center for the purpose of administering sections 4 to 16 of this 2011 Act.

CONFORMING AMENDMENTS AND MISCELLANEOUS PROVISIONS

SECTION 17. ORS 90.528 and 90.671 are added to and made a part of ORS 90.505 to 90.840.

SECTION 18. ORS 90.610 is amended to read:

1 90.610. (1) As used in this section, "eligible space" means each space in the facility as long as:

2 (a) The space is rented to a tenant and the tenancy is subject to ORS 90.505 to 90.840; and

3 (b) The tenant who occupies the space has not:

4 (A) Previously agreed to a rental agreement that includes the proposed rule or regulation
5 change; or

6 (B) Become subject to the proposed rule or regulation change as a result of a change in rules
7 or regulations previously adopted in a manner consistent with this section.

8 (2) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.505 to
9 90.840 apply shall *[provide for a process establishing informal dispute]* **include in the rental agree-**
10 **ment a provision for** resolution of disputes that may arise concerning the rental agreement for a
11 manufactured dwelling or floating home space. **The rental agreement:**

12 (a) **Shall provide for an informal dispute resolution process for disputes between land-**
13 **lords and tenants or tenants and tenants; and**

14 (b) **May require a tenant to file a complaint with the Manufactured Communities Re-**
15 **source Center under section 6 of this 2011 Act for disputes between landlords and tenants.**

16 (3) The landlord may propose changes in rules or regulations, including changes that make a
17 substantial modification of the landlord's bargain with a tenant, by giving written notice of the
18 proposed rule or regulation change, and unless tenants of at least 51 percent of the eligible spaces
19 in the facility object in writing within 30 days of the date the notice was served, the change shall
20 become effective for all tenants of those spaces on a date not less than 60 days after the date that
21 the notice was served by the landlord.

22 (4) One tenant of record per eligible space may object to the rule or regulation change through
23 either:

24 (a) A signed and dated written communication to the landlord; or

25 (b) A petition format that is signed and dated by tenants of eligible spaces and that includes a
26 copy of the proposed rule or regulation and a copy of the notice.

27 (5) If a tenant of an eligible space signs both a written communication to the landlord and a
28 petition under subsection (4) of this section, or signs more than one written communication or pe-
29 tition, only the latest signature of the tenant may be counted.

30 (6) Notwithstanding subsection (4) of this section, a proxy may be used only if a tenant has a
31 disability that prevents the tenant from objecting to the rule or regulation change in writing.

32 (7) The landlord's notice of a proposed change in rules or regulations required by subsection (3)
33 of this section must be given or served as provided in ORS 90.155 and must include:

34 (a) Language of the existing rule or regulation and the language that would be added or deleted
35 by the proposed rule or regulation change; and

36 (b) A statement substantially in the following form, with all blank spaces in the notice to be
37 filled in by the landlord:

38 _____
39
40 **NOTICE OF PROPOSED RULE**
41 **OR REGULATION CHANGE**

42 The landlord intends to change a rule or regulation in this facility.

43 The change will go into effect unless tenants of at least 51 percent of the eligible spaces object
44 in writing within 30 days. Any objection must be signed and dated by a tenant of an eligible space.

45 The number of eligible spaces as of the date of this notice is: _____. Those eligible spaces are

1 (space or street identification): _____.

2 The last day for a tenant of an eligible space to deliver a written objection to the landlord is
 3 _____ (landlord fill in date).

4 Unless tenants in at least 51 percent of the eligible spaces object, the proposed rule or regu-
 5 lation will go into effect on _____.

6 The parties may attempt to resolve disagreements regarding the proposed rule or regulation
 7 change by using the facility’s informal dispute resolution process.

8 _____
 9
 10 (8) A good faith mistake by the landlord in completing those portions of the notice relating to
 11 the number of eligible spaces that have tenants entitled to vote or relating to space or street iden-
 12 tification numbers does not invalidate the notice or the proposed rule or regulation change.

13 (9) After the effective date of the rule or regulation change, when a tenant continues to engage
 14 in an activity affected by the new rule or regulation to which the landlord objects, the landlord may
 15 give the tenant a notice of termination of the tenancy pursuant to ORS 90.630. The notice shall in-
 16 clude a statement that the tenant may request a resolution through the facility’s informal dispute
 17 resolution process by giving the landlord a written request within seven days from the date the
 18 notice was served. If the tenant requests an informal dispute resolution, the landlord may not file
 19 an action for possession pursuant to ORS 105.105 to 105.168 until 30 days after the date of the
 20 tenant’s request for informal dispute resolution or the date the informal dispute resolution is com-
 21 plete, whichever occurs first.

22 [(10) An agreement under this section may not require informal dispute resolution of disputes re-
 23 lating to:]

24 [(a) Facility closure;]

25 [(b) Facility sale; or]

26 [(c) Rent, including but not limited to amount, increase and nonpayment.]

27 [(11) ORS 90.510 (1) to (3), requiring a landlord to provide a statement of policy, do not create a
 28 basis for a tenant to demand informal dispute resolution of a rent increase.]

29 **SECTION 19.** ORS 90.645, as amended by section 2a, chapter 906, Oregon Laws 2007, is
 30 amended to read:

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

36 (a) By giving the tenant not less than 365 days’ notice in writing before the date designated in
 37 the notice for termination; and

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

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

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

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

43 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
 44 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
 45 92.845, the landlord:

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

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

4 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not
 5 move the dwelling; or

6 (B) Sells the manufactured dwelling to a person who buys the space or lot.

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

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

10 (b) Designate the date of closure; and

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

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

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

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

23 (b) If the manufactured dwelling is abandoned:

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

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

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

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

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

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

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

44 (10) The *[Office of Manufactured Dwelling Park Community Relations]* **Manufactured Commu-**
 45 **nities Resource Center** shall adopt rules establishing a sample form for the notice described in

1 subsection (3) of this section.

2 **SECTION 20.** ORS 90.650 is amended to read:

3 90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is
 4 closed, resulting in the termination of the rental agreement between the landlord of the park and
 5 a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent
 6 domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord
 7 shall provide notice to the tenant of the tax credit provided under section 82, chapter 843, Oregon
 8 Laws 2007, and section 17, chapter 906, Oregon Laws 2007. The notice shall state the eligibility re-
 9 quirements for the credit, information on how to apply for the credit and any other information re-
 10 quired by the [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured**
 11 **Communities Resource Center** or the Department of Revenue by rule. The notice shall also state
 12 that the closure may allow the taxpayer to appeal the property tax assessment on the manufactured
 13 dwelling.

14 (2) The [*office*] **center** shall adopt rules establishing a sample form for the notice described in
 15 this section and the notice described in ORS 90.645 (3).

16 (3) The department, in consultation with the [*office*] **center**, shall adopt rules establishing a
 17 sample form and explanation for the property tax assessment appeal.

18 (4) The [*office*] **center** may adopt rules to administer this section.

19 **SECTION 21.** ORS 90.650, as amended by section 7a, chapter 906, Oregon Laws 2007, is
 20 amended to read:

21 90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is
 22 closed, resulting in the termination of the rental agreement between the landlord of the park and
 23 a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent
 24 domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord
 25 shall provide notice to the tenant that the closure may allow the taxpayer to appeal the property
 26 tax assessment on the manufactured dwelling.

27 (2) The Department of Revenue, in consultation with the [*Office of Manufactured Dwelling Park*
 28 *Community Relations*] **Manufactured Communities Resource Center**, shall adopt rules establish-
 29 ing a sample form and explanation for the property tax assessment appeal.

30 (3) The [*office*] **center** may adopt rules to administer this section.

31 **SECTION 22.** ORS 90.655 is amended to read:

32 90.655. (1) A landlord that gives a notice of termination under ORS 90.645 shall, at the same
 33 time, send one copy of the notice to the [*Office of Manufactured Dwelling Park Community*
 34 *Relations*] **Manufactured Communities Resource Center** by first class mail. The landlord shall,
 35 at the same time, send a copy of the notice, both by first class mail and by certified mail with return
 36 receipt requested, for each affected manufactured dwelling, to any person:

37 (a) That is not a tenant; and

38 (b)(A) That the landlord actually knows to be an owner of the manufactured dwelling; or

39 (B) That has a lien recorded in the title or ownership document records for the manufactured
 40 dwelling.

41 (2) A landlord that terminates rental agreements for manufactured dwelling park spaces under
 42 ORS 90.645 shall, no later than 60 days after the manufactured dwelling park or portion of the park
 43 closes, report to the [*office*] **center**:

44 (a) The number of dwelling unit owners who moved their dwelling units out of the park; and

45 (b) The number of dwelling unit owners who abandoned their dwelling units at the park.

SECTION 23. ORS 90.675 is amended to read:

90.675. (1) As used in this section:

(a) “Current market value” means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for personal property by an informed buyer to an informed seller, each acting without compulsion in an arm’s-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

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

(c) “Lienholder” means any lienholder of abandoned personal property, if the lien is of record or the lienholder is actually known to the landlord.

(d) “Of record” means:

(A) For a manufactured dwelling, that a security interest has been properly recorded in the records of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a certificate of title issued by the Department of Transportation prior to May 1, 2005.

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

(e) “Personal property” means only a manufactured dwelling or floating home located in a facility and subject to ORS 90.505 to 90.840. “Personal property” does not include goods left inside a manufactured dwelling or floating home or left upon a rented space and subject to disposition under ORS 90.425.

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

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

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

(c) The landlord receives possession of the premises from the sheriff following restitution pursuant to ORS 105.161.

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

(a) Personally delivered to the tenant; or

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

(A) The premises;

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

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

(4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section to:

- 1 (A) Any lienholder of the personal property;
- 2 (B) The tax collector of the county where the personal property is located; and
- 3 (C) The assessor of the county where the personal property is located.

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

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

- 9 (A) Actually known to the landlord;
- 10 (B) Of record; and

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

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

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

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

19 (c) The personal property is stored on the rented space;

20 (d) The tenant or any lienholder, except as provided by subsection (18) of this section, may ar-
21 range for removal of the personal property by contacting the landlord at a described telephone
22 number or address on or before the specified date;

23 (e) The landlord shall make the personal property available for removal by the tenant or any
24 lienholder, except as provided by subsection (18) of this section, by appointment at reasonable times;

25 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)
26 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)
27 of this section, prior to releasing the personal property to the tenant or any lienholder;

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

31 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to
32 remove the personal property within 30 days after that contact, the landlord may sell or dispose of
33 the personal property. If the landlord reasonably believes the county assessor will determine that
34 the current market value of the personal property is \$8,000 or less, and the landlord intends to
35 dispose of the property if the property is not claimed, the notice shall state that belief and intent;
36 and

37 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as
38 provided by subsection (18) of this section.

39 (6) For purposes of subsection (5) of this section, the specified date by which a tenant or
40 lienholder must contact a landlord to arrange for the disposition of abandoned personal property
41 must be not less than 45 days after personal delivery or mailing of the notice.

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

43 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-
44 ercise reasonable care for the personal property; and

45 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-

1 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

2 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of
 3 this section or otherwise, responds by actual notice to the landlord on or before the specified date
 4 in the landlord's notice that the tenant or lienholder intends to remove the personal property from
 5 the premises, the landlord must make that personal property available for removal by the tenant or
 6 lienholder by appointment at reasonable times during the 30 days following the date of the response,
 7 subject to subsection (18) of this section. If the personal property is considered to be abandoned
 8 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-
 9 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this
 10 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by
 11 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver
 12 pursuant to ORS 90.412 or 90.417.

13 (9) Except as provided in subsections (18) to (20) of this section, if the tenant or lienholder does
 14 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not
 15 remove the personal property within 30 days after responding to the landlord or by any date agreed
 16 to with the landlord, whichever is later, the personal property is conclusively presumed to be
 17 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)
 18 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-
 19 section (13) of this section, have no further right, title or interest to the personal property and may
 20 not claim or sell the property.

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

23 (a) Sell the personal property at a public or private sale, provided that prior to the sale:

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 personal
 28 property is located. The notice shall state:

29 (I) That the personal property is abandoned;

30 (II) The tenant's name;

31 (III) The address and any space number where the personal property is located, and any plate,
 32 registration or other identification number for a floating home noted on the title, if actually known
 33 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 personal property;

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

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

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

4 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the
 5 county assessor that the current market value of the property is \$8,000 or less.

6 (11)(a) A public or private sale authorized by this section must be conducted consistent with the
 7 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,
 8 manner, time, place and terms must be commercially reasonable.

9 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal
 10 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
 11 lord shall destroy or otherwise dispose of the personal property.

12 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
 13 condition of personal property, the landlord is not liable for the condition of the personal property
 14 to:

15 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with
 16 or without consideration; or

17 (b) A person or nonprofit organization to whom the landlord gives the personal property pursu-
 18 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

21 (B) Unpaid rent.

22 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall
 23 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-
 24 erty taxes and assessments owed on the dwelling or home.

25 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,
 26 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid
 27 balance owed on the lien on the personal property.

28 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
 29 cable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an item-
 30 ized accounting.

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

35 (14) The county tax collector shall cancel all unpaid property taxes and assessments as provided
 36 under ORS 311.790 only under one of the following circumstances:

37 (a) The landlord disposes of the personal property after a determination described in subsection
 38 (10)(b) of this section.

39 (b) There is no buyer of the personal property at a sale described under subsection (11) of this
 40 section.

41 (c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this
 42 section;

43 (B) The current market value of the personal property is \$8,000 or less; and

44 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
 45 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this

1 section.

2 (d)(A) The landlord buys the personal property at a sale described under subsection (11) of this
 3 section;

4 (B) The current market value of the personal property is more than \$8,000;

5 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
 6 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this
 7 section; and

8 (D) The landlord disposes of the personal property.

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

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

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

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

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

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

27 (18) The provisions of this section regarding the rights and responsibilities of a tenant to the
 28 abandoned personal property also apply to any lienholder, except that the lienholder may not sell
 29 or remove the dwelling or home unless:

30 (a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

31 (b) The tenant or a personal representative or designated person described in subsection (20)
 32 of this section has waived all rights under this section pursuant to subsection (22) of this section;
 33 or

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

36 (19)(a) Except as provided by subsection (20)(d) and (e) of this section, if a lienholder makes a
 37 timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of
 38 this section and so requests, a landlord shall enter into a written storage agreement with the
 39 lienholder providing that the personal property may not be sold or disposed of by the landlord for
 40 up to 12 months. A storage agreement entitles the lienholder to store the personal property on the
 41 previously rented space during the term of the agreement, but does not entitle anyone to occupy the
 42 personal property.

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

1 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 2 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 3 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 4 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 5 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
 6 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 7 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 8 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 9 to the landlord within the 60-day period.

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

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

18 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
 19 quired in the agreement, if the amount of the late charge is no greater than for late charges imposed
 20 on facility tenants;

21 (C) The lienholder maintain the personal property and the space on which the personal property
 22 is stored in a manner consistent with the rights and obligations described in the rental agreement
 23 that the landlord currently provides to tenants as required by ORS 90.510 (4); and

24 (D) The lienholder repair any defects in the physical condition of the personal property that
 25 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-
 26 pairs are reasonably described in the storage agreement and, for homes that were first placed on
 27 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-
 28 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the
 29 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-
 30 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving
 31 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of
 32 the reason for termination. Unless the lienholder corrects the violation within the notice period, the
 33 agreement terminates as provided and the landlord may sell or dispose of the property without fur-
 34 ther notice to the lienholder.

35 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge
 36 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no
 37 greater than the increase for other tenants and the landlord gives the lienholder written notice
 38 *[consistent with the requirements of ORS 90.600 (1)]* **at least 90 days prior to the effective date**
 39 **of the storage charge increase specifying the amount of the increase, the amount of the new**
 40 **storage charge and the date on which the increase becomes effective.**

41 (f) During the term of an agreement described under this subsection, the lienholder has the right
 42 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
 43 sale to a purchaser who wishes to leave the property on the rented space and become a tenant,
 44 subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any
 45 purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

1 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the
 2 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written
 3 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-
 4 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-
 5 nates as provided and the landlord may sell or dispose of the property without further notice to the
 6 lienholder.

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

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

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

21 (20) If the personal property is considered abandoned as a result of the death of a tenant who
 22 was the only tenant, this section applies, except as follows:

23 (a) The provisions of this section regarding the rights and responsibilities of a tenant to the
 24 abandoned personal property shall apply to any personal representative named in a will or appointed
 25 by a court to act for the deceased tenant or any person designated in writing by the tenant to be
 26 contacted by the landlord in the event of the tenant's death.

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

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

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

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

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

44 (e) If a personal representative or other person requests that a landlord enter into a storage
 45 agreement, subsection (19)(c) to (e) and (g)(C) of this section applies, with the representative or

1 person having the rights and responsibilities of a lienholder with regard to the storage agreement.

2 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
 3 resentative or person has the right to remove or sell the property, including a sale to a purchaser
 4 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property
 5 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also
 6 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-
 7 ment of all unpaid storage charges and maintenance costs.

8 (g) If the representative or person violates the storage agreement, the landlord may terminate
 9 the agreement by giving at least 30 days' written notice to the representative or person stating facts
 10 sufficient to notify the representative or person of the reason for the termination. Unless the rep-
 11 resentative or person corrects the violation within the notice period, the agreement terminates as
 12 provided and the landlord may sell or dispose of the property without further notice to the repre-
 13 sentative or person.

14 (h) Upon the failure of a representative or person to enter into a storage agreement as provided
 15 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the
 16 representative or person has sold or removed the property, the landlord may sell or dispose of the
 17 property pursuant to this section without further notice to the representative or person.

18 (21) If a governmental agency determines that the condition of personal property abandoned
 19 under this section constitutes an extreme health or safety hazard under state or local law and the
 20 agency determines that the hazard endangers others in the facility and requires quick removal of
 21 the property, the landlord may sell or dispose of the property pursuant to this subsection. The
 22 landlord shall comply with all provisions of this section, except as follows:

23 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal
 24 representative or designated person must contact a landlord to arrange for the disposition of the
 25 property must be not less than 15 days after personal delivery or mailing of the notice required by
 26 subsection (3) of this section.

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

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

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

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

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

37 (d) If the tenant, a lienholder or a personal representative or designated person does not remove
 38 the property within the time allowed, the landlord or a buyer at a sale by the landlord under sub-
 39 section (11) of this section shall promptly remove the property from the facility.

40 (e) A landlord is not required to enter into a storage agreement with a lienholder, personal
 41 representative or designated person pursuant to subsection (19) of this section.

42 (22)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-
 43 plying with the provisions of this section if, after termination of the tenancy or no more than seven
 44 days prior to the termination of the tenancy, the following parties so agree in a writing entered into
 45 in good faith:

1 (A) The landlord;

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

5 (C) Any lienholder.

6 (b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of
 7 property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal
 8 representative, a designated person or any lienholder to waive any right provided by this section.

9 (23) Until personal property is conclusively presumed to be abandoned under subsection (9) of
 10 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
 11 erty.

12 **SECTION 24.** ORS 90.730 is amended to read:

13 90.730. (1) As used in this section, “facility common areas” means all areas under control of the
 14 landlord and held out for the general use of tenants.

15 (2) A landlord who rents a space for a manufactured dwelling or floating home shall at all times
 16 during the tenancy maintain the rented space, vacant spaces in the facility and the facility common
 17 areas in a habitable condition. The landlord does not have a duty to maintain a dwelling or home.
 18 A landlord’s habitability duty under this section includes only the matters described in subsections
 19 (3) to (5) of this section.

20 (3) For purposes of this section, a rented space is considered uninhabitable if *[it]*:

21 **(a) The space** substantially lacks:

22 *[(a)] (A)* A sewage disposal system and a connection to the space approved under applicable law
 23 at the time of installation and maintained in good working order to the extent that the sewage dis-
 24 posal system can be controlled by the landlord;

25 *[(b)] (B)* If required by applicable law, a drainage system reasonably capable of disposing of
 26 storm water, ground water and subsurface water, approved under applicable law at the time of in-
 27 stallation and maintained in good working order;

28 *[(c)] (C)* A water supply and a connection to the space approved under applicable law at the time
 29 of installation and maintained so as to provide safe drinking water and to be in good working order
 30 to the extent that the water supply system can be controlled by the landlord;

31 *[(d)] (D)* An electrical supply and a connection to the space approved under applicable law at
 32 the time of installation and maintained in good working order to the extent that the electrical sup-
 33 ply system can be controlled by the landlord;

34 *[(e)] (E)* At the time of commencement of the rental agreement, buildings, grounds and
 35 appurtenances that are kept in every part safe for normal and reasonably foreseeable uses, clean,
 36 sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

37 *[(f)] (F)* Except as otherwise provided by local ordinance or by written agreement between the
 38 landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in
 39 clean condition and good repair at the time of commencement of the rental agreement, and for which
 40 the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange
 41 for their removal; and

42 *[(g)] (G)* Completion of any landlord-provided space improvements, including but not limited to
 43 installation of carports, garages, driveways and sidewalks, approved under applicable law at the
 44 time of installation.

45 **(b) The landlord:**

1 **(A) Fails to maintain a tree or shrub not planted by the tenant who is renting the space**
 2 **in which the tree or shrub is located;**

3 **(B) Fails to remove a diseased tree or shrub within 30 days after a tenant who is renting**
 4 **the space in which the tree or shrub is located makes a written request for the removal; or**

5 **(C) Removes a healthy tree or shrub planted by the tenant who is renting the space in**
 6 **which the tree or shrub is located unless the landlord consults with the tenant about the**
 7 **removal and the tree or shrub is damaging a utility line, a manufactured dwelling or a**
 8 **floating home.**

9 (4) A vacant space in a facility is considered uninhabitable if the space substantially lacks safety
 10 from the hazards of fire or injury.

11 (5) A facility common area is considered uninhabitable if it substantially lacks:

12 (a) Buildings, grounds and appurtenances that are kept in every part safe for normal and rea-
 13 sonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish,
 14 garbage, rodents and vermin;

15 (b) Safety from the hazards of fire; and

16 (c) Trees, shrubbery and grass maintained in a safe manner.

17 (6) The landlord and tenant may agree in writing that the tenant is to perform specified repairs,
 18 maintenance tasks and minor remodeling only if:

19 (a) The agreement of the parties is entered into in good faith and not for the purpose of evading
 20 the obligations of the landlord;

21 (b) The agreement does not diminish the obligations of the landlord to other tenants on the
 22 premises; and

23 (c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate
 24 consideration for the agreement is specifically stated.

25 **SECTION 25.** ORS 90.750 is amended to read:

26 90.750. **(1)** No provision contained in any bylaw, rental agreement, regulation or rule pertaining
 27 to a facility shall:

28 [(1)] **(a)** Infringe upon the right of persons who rent spaces in a facility to peaceably assemble
 29 in an open public meeting for any lawful purpose, at reasonable times and in a reasonable manner,
 30 in the common areas or recreational areas of the facility. Reasonable times shall include daily the
 31 hours between 8 a.m. and 10 p.m.

32 [(2)] **(b)** Infringe upon the right of persons who rent spaces in a facility to communicate or as-
 33 semble among themselves, at reasonable times and in a reasonable manner, for the purpose of dis-
 34 cussing any matter, including but not limited to any matter relating to the facility or manufactured
 35 dwelling or floating home living. The discussions may be held in the common areas or recreational
 36 areas of the facility, including halls or centers, or any resident's dwelling unit or floating home. The
 37 landlord of a facility, however, may enforce reasonable rules and regulations including but not lim-
 38 ited to place, scheduling, occupancy densities and utilities.

39 [(3)] **(c)** Prohibit any person who rents a space for a manufactured dwelling or floating home
 40 from canvassing other persons in the same facility for purposes described in this section. As used
 41 in this [subsection] **paragraph**, "canvassing" includes door-to-door contact, an oral or written re-
 42 quest, the distribution, the circulation, the posting or the publication of a notice or newsletter or
 43 a general announcement or any other matter relevant to **a tenant or [the membership of]** a tenants'
 44 association.

45 [(4)] *This section is not intended to require a landlord to permit any person to solicit money, except*

1 *that a tenants' association member, whether or not a tenant of the facility, may personally collect de-*
 2 *linquent dues owed by an existing member of a tenants' association.]*

3 **(2) A tenant or tenants' association member may solicit membership in a local or state-**
 4 **wide tenants' association or tenants' organization whether or not the tenant or tenants' as-**
 5 **sociation member is a tenant of the facility where the solicitation is taking place.**

6 [(5)] (3) This section is not intended to require a landlord to permit any person to disregard a
 7 tenant's request not to be canvassed.

8 **SECTION 26.** ORS 90.765 is amended to read:

9 90.765. (1) In addition to the prohibitions of ORS 90.385, a landlord who rents a space for a
 10 manufactured dwelling or floating home **or a representative of a landlord** may not retaliate by
 11 increasing rent or decreasing services, **by threatening to increase rent or decrease services**, by
 12 serving a notice to terminate the tenancy or by bringing or threatening to bring an action for pos-
 13 session after:

14 (a) The tenant has expressed an intention to complain **or has complained** to agencies listed in
 15 ORS 90.385;

16 **(b) The tenant has expressed an intention to file or has filed a complaint with the Man-**
 17 **ufactured Communities Resource Center under section 6 of this 2011 Act;**

18 [(b)] (c) The tenant has made [*any complaint to the landlord which is in good faith*] **a good faith**
 19 **complaint to the landlord or a representative of the landlord;**

20 [(c)] (d) The tenant has filed or expressed intent to file a complaint under ORS 659A.820; or

21 [(d)] (e) The tenant has performed or expressed intent to perform any other act for the purpose
 22 of asserting, protecting or invoking the protection of any right secured to tenants under any federal,
 23 state or local law.

24 (2) If the landlord **or a representative of the landlord** acts in violation of subsection (1) of this
 25 section, the tenant is entitled to the remedies provided in ORS 90.710 (1) and has a defense in any
 26 retaliatory action against the tenant for possession.

27 **SECTION 27.** ORS 90.771 is amended to read:

28 90.771. (1) In order to foster the role of the [*Office of Manufactured Dwelling Park Community*
 29 *Relations*] **Manufactured Communities Resource Center** in mediating and resolving disputes be-
 30 tween landlords and tenants of [*manufactured dwelling and floating home*] facilities, the Housing and
 31 Community Services Department shall establish procedures to maintain the confidentiality of infor-
 32 mation received by the [*office*] **center** pertaining to individual landlords and tenants of facilities and
 33 to landlord-tenant disputes. The procedures must comply with the provisions of this section.

34 (2) Except as provided in subsection (3) of this section, the department shall treat as confidential
 35 and not disclose:

36 (a) The identity of a landlord, tenant or complainant involved in a dispute or of a person who
 37 provides information to the department in response to a department investigation of a dispute;

38 (b) Information provided to the department by a landlord, tenant, complainant or other person
 39 relating to a dispute; or

40 (c) Information discovered by the department in investigating a dispute.

41 (3) The department may disclose:

42 (a) Information described in subsection (2) of this section to a state agency; and

43 (b) Information described in subsection (2) of this section if the landlord, tenant, complainant
 44 or other person who provided the information being disclosed, or the legal representative thereof,
 45 consents orally or in writing to the disclosure and specifies to whom the disclosure may be made.

1 Only the landlord, tenant, complainant or other person who provided the information to the de-
 2 partment may authorize or deny the disclosure of the information.

3 (4) This section does not prohibit the department from compiling and disclosing examples and
 4 statistics that demonstrate information such as the type of dispute, frequency of occurrence and
 5 geographical area where the dispute occurred if the *[identity]* **identities** of the landlord, tenant,
 6 complainant and other persons are protected.

7 **SECTION 28.** ORS 446.525 is amended to read:

8 446.525. (1) A special assessment is levied annually upon each manufactured dwelling that is
 9 assessed for ad valorem property tax purposes as personal property. The amount of the assessment
 10 is \$6.

11 (2) On or before July 15 of each year, the county assessor shall determine and list the manu-
 12 factured dwellings in the county that are assessed for the current assessment year as personal
 13 property. Upon making a determination and list, the county assessor shall cause the special assess-
 14 ment levied under subsection (1) of this section to be entered on the general assessment and tax roll
 15 prepared for the current assessment year as a charge against each manufactured dwelling so listed.
 16 Upon entry, the special assessment shall become a lien, be assessed and be collected in the same
 17 manner and with the same interest, penalty and cost charges as apply to ad valorem property taxes
 18 in this state.

19 (3) Any amounts of special assessment collected pursuant to subsection (2) of this section shall
 20 be deposited in the county treasury, shall be paid over by the county treasurer to the State Treasury
 21 and shall be credited to the Mobile Home Parks Account to be used exclusively for carrying out
 22 ORS 446.380, 446.385[, 446.392 and 446.543 and implementing the policies described in ORS 446.515]
 23 **and 446.392.**

24 (4) In lieu of the procedures under subsection (2) of this section, the Director of the Housing
 25 and Community Services Department may make a direct billing of the special assessment to the
 26 owners of manufactured dwellings and receive payment of the special assessment from those owners.
 27 In the event that under the billing procedures any owner fails to make payment, the unpaid special
 28 assessment shall become a lien against the manufactured dwelling and may be collected under con-
 29 tract or other agreement by a collection agency or may be collected under ORS 293.250, or the lien
 30 may be foreclosed by suit as provided under ORS chapter 88 or as provided under ORS 87.272 to
 31 87.306. Upon collection under this subsection, the amounts of special assessment shall be deposited
 32 in the State Treasury and shall be credited to the Mobile Home Parks Account to be used exclu-
 33 sively for carrying out ORS 446.380, 446.385[, 446.392 and 446.543 and implementing the policies de-
 34 scribed in ORS 446.515] **and 446.392.**

35 **SECTION 29.** ORS 446.533 is amended to read:

36 446.533. There hereby is established separate and distinct from the General Fund the Mobile
 37 Home Parks Account of the Housing and Community Services Department. Except as otherwise
 38 provided by law, all moneys appropriated or credited to the account are appropriated continuously
 39 for and shall be used by the Director of the Housing and Community Services Department for the
 40 purpose of carrying out **ORS 446.380, 446.385 and 446.392** *[the duties and responsibilities imposed*
 41 *under ORS 105.138 and 446.515 to 446.547]*. Interest earned on the account shall be credited to the
 42 account.

43 **SECTION 30.** ORS 446.543 is amended to read:

44 446.543. (1) *[An Office of Manufactured Dwelling Park Community Relations]* **The Manufactured**
 45 **Communities Resource Center** is established in the Housing and Community Services Department.

1 (2) The Director of the Housing and Community Services Department shall, through the use of
2 [office] **center** personnel or by other means:

3 (a) Undertake, participate in or cooperate with persons and agencies in such conferences, in-
4 quiries, meetings or studies as might lead to improvements in [manufactured dwelling park] landlord
5 and tenant relationships **in manufactured dwelling parks and marinas;**

6 (b) Develop and implement a centralized resource referral program for tenants and landlords to
7 encourage the voluntary resolution of disputes;

8 (c) Maintain a current list of manufactured dwelling parks **and marinas** in the state, indicating
9 the total number of spaces;

10 (d) Not be directly affiliated, currently or previously, in any way with a manufactured dwelling
11 park **or marina** within the preceding two years; and

12 (e) Take other actions or perform such other duties as the director deems necessary or appro-
13 priate, including but not limited to coordinating or conducting tenant resource fairs, providing ten-
14 ant counseling and service referrals related to park **and marina** closures and providing outreach
15 services to educate tenants regarding tenant rights and responsibilities and the availability of ser-
16 vices.

17 (3) The [office] **center** shall adopt rules to administer ORS 90.645 and 90.655.

18 **SECTION 31.** ORS 446.547 is amended to read:

19 446.547. Each [mobile home and] manufactured dwelling park **and marina** shall establish an in-
20 formal dispute resolution procedure that [insures] **ensures** each issue with merit shall be given a
21 fair hearing within 30 days of receipt of a formal complaint **by a tenant or, pursuant to ORS**
22 **90.600, a tenants' committee.**

23 **SECTION 32.** **The unit captions used in this 2011 Act are provided only for the conven-**
24 **ience of the reader and do not become part of the statutory law of this state or express any**
25 **legislative intent in the enactment of this 2011 Act.**

26 **SECTION 33.** **This 2011 Act being necessary for the immediate preservation of the public**
27 **peace, health and safety, an emergency is declared to exist, and this 2011 Act takes effect**
28 **on its passage.**

29 _____