

# Senate Bill 293

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Consumer Protection and Public Affairs)

## 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**.

Modifies provisions regulating negotiation of rental agreements and disclosure of rent and fees. Modifies provisions related to retaliatory actions of landlord.

## A BILL FOR AN ACT

1  
2 Relating to landlord-tenant law; creating new provisions; and amending ORS 86.755, 90.100, 90.220,  
3 90.295, 90.297, 90.300, 90.316, 90.317, 90.385, 90.427, 90.449, 90.472, 90.475, 90.555, 90.634 and  
4 105.836.

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

6 **SECTION 1.** ORS 90.220 is amended to read:

7 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not  
8 prohibited by this chapter or other rule of law including rent, term of the agreement and other  
9 provisions governing the rights and obligations of the parties.

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

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

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

20 *[(5)]* (4) Except as provided in this subsection, the rental agreement must include a disclosure  
21 of the smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking  
22 policy is not required in a rental agreement subject to ORS 90.505 to 90.840 for space in a facility  
23 as defined in ORS 90.100.

24 *[(6)]* (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100  
25 to 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

26 *[(7)]* (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use  
27 and occupancy of the dwelling unit.

28 *[(8)]* (7) Except as otherwise provided by this chapter:

29 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.  
30 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-

**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 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at  
 2 the beginning of each month or week, depending on whether the tenancy is month-to-month or  
 3 week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent  
 4 may not be increased without a 30-day written notice thereof in the case of a month-to-month  
 5 tenancy or a seven-day written notice thereof in the case of a week-to-week tenancy.

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

8 ~~[(9)]~~ (8) Except as provided by ORS 90.427 (7), a tenant is responsible for payment of rent until  
 9 the earlier of:

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

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

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

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

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

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

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

20 **SECTION 2.** ORS 90.295 is amended to read:

21 90.295. (1) A landlord may require payment of an applicant screening charge solely to cover the  
 22 costs of obtaining information about an applicant as the landlord processes the application for a  
 23 rental agreement. This activity is known as screening, and includes but is not limited to checking  
 24 references and obtaining a consumer credit report or tenant screening report. The landlord must  
 25 provide the applicant with a receipt for any applicant screening charge.

26 (2) The amount of any applicant screening charge shall not be greater than the landlord's av-  
 27 erage actual cost of screening applicants. Actual costs may include the cost of using a tenant  
 28 screening company or a consumer credit reporting agency, and may include the reasonable value  
 29 of any time spent by the landlord or the landlord's agents in otherwise obtaining information on  
 30 applicants. In any case, the applicant screening charge may not be greater than the customary  
 31 amount charged by tenant screening companies or consumer credit reporting agencies for a compa-  
 32 rable level of screening.

33 (3) A landlord may not require payment of an applicant screening charge unless prior to ac-  
 34 cepting the payment the landlord:

35 (a) Adopts written screening or admission criteria;

36 (b) Gives written notice to the applicant of:

37 (A) The amount of the applicant screening charge;

38 (B) The landlord's screening or admission criteria;

39 (C) The process that the landlord typically will follow in screening the applicant, including  
 40 whether the landlord uses a tenant screening company, credit reports, public records or criminal  
 41 records or contacts employers, landlords or other references; and

42 (D) The applicant's rights to dispute the accuracy of any information provided to the landlord  
 43 by a screening company or credit reporting agency; *[and]*

44 (c) Gives actual notice to the applicant of an estimate, made to the best of the landlord's ability  
 45 at that time, of the approximate number of rental units of the type, and in the area, sought by the

1 applicant that are, or within a reasonable future time will be, available to rent from that landlord.  
 2 The estimate shall include the approximate number of applications previously accepted and remain-  
 3 ing under consideration for those units. A good faith error by a landlord in making an estimate  
 4 under this paragraph does not provide grounds for a claim under subsection (8) of this section; **and**

5 **(d) Gives written notice to the applicant of the amount of rent the landlord will charge**  
 6 **and the deposits the landlord will require, subject to change in the rent or deposits by**  
 7 **agreement of the landlord and the tenant before entering into a rental agreement.**

8 (4) Regardless of whether a landlord requires payment of an applicant screening charge, if a  
 9 landlord denies an application for a rental agreement by an applicant and that denial is based in  
 10 whole or in part on a tenant screening company or consumer credit reporting agency report on that  
 11 applicant, the landlord shall give the applicant actual notice of that fact at the same time that the  
 12 landlord notifies the applicant of the denial. Unless written notice of the name and address of the  
 13 screening company or credit reporting agency has previously been given, the landlord shall promptly  
 14 give written notice to the applicant of the name and address of the company or agency that provided  
 15 the report upon which the denial is based.

16 (5) Except as provided in subsection (4) of this section, a landlord need not disclose the results  
 17 of an applicant screening or report to an applicant, with respect to information that is not required  
 18 to be disclosed under the federal Fair Credit Reporting Act. A landlord may give to an applicant a  
 19 copy of that applicant's consumer report, as defined in the Fair Credit Reporting Act.

20 (6) Unless the applicant agrees otherwise in writing, a landlord may not require payment of an  
 21 applicant screening charge when the landlord knows or should know that no rental units are avail-  
 22 able at that time or will be available within a reasonable future time.

23 (7) If a landlord requires payment of an applicant screening charge but fills the vacant rental  
 24 unit before screening the applicant or does not conduct a screening of the applicant for any reason,  
 25 the landlord must refund the applicant screening charge to the applicant within a reasonable time.

26 (8) The applicant may recover from the landlord **twice** the amount of any applicant screening  
 27 charge paid, plus ~~[\$100]~~ **\$150**, if:

28 (a) The landlord fails to comply with this section and does not within a reasonable time accept  
 29 the applicant's application for a rental agreement; or

30 (b) The landlord does not conduct a screening of the applicant for any reason and fails to refund  
 31 an applicant screening charge to the applicant within a reasonable time.

32 **SECTION 3.** ORS 90.297 is amended to read:

33 90.297. (1) Except as provided in ORS 90.295 and in this section, a landlord may not charge a  
 34 deposit or fee, however designated, to an applicant who has applied to a landlord to enter a rental  
 35 agreement for a dwelling unit.

36 (2) A landlord may charge a deposit, however designated, to an applicant for the purpose of se-  
 37 curing the execution of a rental agreement, after approving the applicant's application but prior to  
 38 entering into a rental agreement. The landlord must give the applicant a written statement de-  
 39 scribing:

40 **(a) The amount of rent and the fees the landlord will charge and the deposits the landlord**  
 41 **will require; and**

42 **(b) The terms of the agreement to execute a rental agreement and the conditions for refunding**  
 43 **or retaining the deposit.**

44 ~~[(a)]~~ **(3)** If a rental agreement is executed, the landlord shall either apply the deposit toward the  
 45 moneys due the landlord under the rental agreement or refund it immediately to the tenant.

1        [(b)] (4) If a rental agreement is not executed due to a failure by the applicant to comply with  
2 the agreement to execute, the landlord may retain the deposit.

3        [(c)] (5) If a rental agreement is not executed due to a failure by the landlord to comply with  
4 the agreement to execute, within four days the landlord shall return the deposit to the applicant  
5 either by making the deposit available to the applicant at the landlord's customary place of business  
6 or by mailing the deposit by first class mail to the applicant.

7        [(3)] (6) If a landlord fails to comply with this section, the applicant or tenant, as the case may  
8 be, may recover from the landlord the amount of any fee or deposit charged, plus [\$100] **\$150**.

9        **SECTION 4.** ORS 90.300, as amended by section 5, chapter 28, Oregon Laws 2010, is amended  
10 to read:

11        90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

12        **(2) A written rental agreement, if any, must list the deposits paid by a tenant or required**  
13 **by a landlord.**

14        [(2)(a)] (3)(a) Except as otherwise provided in this section, a landlord may require a tenant to  
15 pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit  
16 the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a  
17 party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to  
18 the claim of a creditor of the landlord, including a trustee in bankruptcy.

19        (b) Except as provided in ORS 86.755 (8), the holder of the landlord's interest in the premises  
20 at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid  
21 rent and is bound by this section.

22        [(3)] (4) A landlord may not charge a tenant a pet security deposit for keeping a service animal  
23 or companion animal that a tenant with a disability requires as a reasonable accommodation under  
24 fair housing laws.

25        [(4)(a)] (5)(a) Except as otherwise provided in this subsection, a landlord may not change the  
26 rental agreement to require the tenant to pay a new or increased security deposit during the first  
27 year after the tenancy has begun. Subject to subsection [(3)] (4) of this section, the landlord may  
28 require an additional deposit if the landlord and tenant agree to modify the terms and conditions  
29 of the rental agreement to permit a pet or for other cause and the additional deposit relates to the  
30 modification. This paragraph does not prevent a landlord from collecting a security deposit that an  
31 initial rental agreement provided for but that remained unpaid at the time the tenancy began.

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

34        [(5)] (6) The landlord may claim all or part of the security deposit only if the landlord required  
35 the security deposit for any or all of the purposes specified in subsection [(6)] (7) of this section.

36        [(6)(a)] (7)(a) The landlord may claim from the security deposit only the amount reasonably  
37 necessary:

38        (A) To remedy the tenant's defaults in the performance of the rental agreement including, but  
39 not limited to, unpaid rent; and

40        (B) To repair damages to the premises caused by the tenant, not including ordinary wear and  
41 tear.

42        (b) A landlord is not required to repair damage caused by the tenant in order for the landlord  
43 to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses  
44 under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The land-  
45 lord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair

1 work.

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

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

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

7 (ii) The carpet was cleaned immediately before the tenant took possession; and

8 (iii) The written rental agreement provides that the landlord may deduct the cost of carpet  
9 cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession  
10 as described in ORS 90.147.

11 (B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs, if  
12 the cleaning or repairs are performed in a timely manner.

13 [(7)] (8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid  
14 rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months  
15 in a month-to-month tenancy.

16 [(8)] (9) The landlord must apply any last month's rent deposit to the rent due for the last month  
17 of the tenancy:

18 (a) When either the landlord or the tenant gives to the other a notice of termination, pursuant  
19 to this chapter, other than a notice of termination under ORS 90.394;

20 (b) When the landlord and tenant agree to terminate the tenancy; or

21 (c) When the tenancy terminates in accordance with the provisions of a written rental agree-  
22 ment for a term tenancy.

23 [(9)] (10) A landlord shall account for and refund as provided in subsections [(11) to (13)] (12)  
24 to (14) of this section any portion of a last month's rent deposit the landlord does not apply as  
25 provided under subsection [(8)] (9) of this section. Unless the tenant and landlord agree otherwise,  
26 the tenant may not require the landlord to apply a last month's rent deposit to rent due for any  
27 period other than the last month of the tenancy. A last month's rent deposit does not limit the  
28 amount of rent charged unless a written rental agreement provides otherwise.

29 [(10)] (11) When the tenancy terminates, a landlord shall account for and refund to the tenant,  
30 in the same manner this section requires for security deposits, the unused balance of any prepaid  
31 rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or  
32 any other provision of this chapter. The landlord may claim from the remaining prepaid rent only  
33 the amount reasonably necessary to pay the tenant's unpaid rent.

34 [(11)] (12) In order to claim all or part of any prepaid rent or security deposit, within 31 days  
35 after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant  
36 a written accounting that states specifically the basis or bases of the claim. The landlord shall give  
37 a separate accounting for security deposits and for prepaid rent.

38 [(12)] (13) The landlord shall return to the tenant the security deposit or prepaid rent or the  
39 portion of the security deposit or prepaid rent that the landlord does not claim in the manner pro-  
40 vided by subsections [(10) and] (11) and (12) of this section not later than 31 days after the tenancy  
41 terminates and the tenant delivers possession to the landlord.

42 [(13)] (14) The landlord shall give the written accounting required under subsection [(11)] (12)  
43 of this section or shall return the security deposit or prepaid rent as required by subsection [(12)]  
44 (13) of this section by personal delivery or by first class mail.

45 [(14)] (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured

1 dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the  
 2 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-  
 3 scribed in subsections [(11) and] (12) **and (13)** of this section commences on the earliest of:

4 (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (22);

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

6 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS  
 7 90.425 (10)(b) or 90.675 (10)(b); or

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

10 [(15)] **(16)** If the landlord fails to comply with subsection [(12)] **(13)** of this section or if the  
 11 landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due  
 12 to the tenant under this chapter or the rental agreement, the tenant may recover the money due in  
 13 an amount equal to twice the amount:

14 (a) Withheld without a written accounting under subsection [(11)] **(12)** of this section; or

15 (b) Withheld in bad faith.

16 [(16)(a)] **(17)(a)** A security deposit or prepaid rent in the possession of the landlord is not  
 17 garnishable property, as provided in ORS 18.618.

18 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS  
 19 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall  
 20 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is  
 21 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the  
 22 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-  
 23 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the  
 24 tenant after the garnishment, the landlord is not required to refund or account for the security de-  
 25 posit or prepaid rent under subsection [(10)] **(11)** of this section.

26 [(17)] **(18)** This section does not preclude the landlord or tenant from recovering other damages  
 27 under this chapter.

28 **SECTION 5.** ORS 90.316 is amended to read:

29 90.316. [(1) As used in this section, “carbon monoxide alarm” and “carbon monoxide source” have  
 30 the meanings given those terms in ORS 105.836.]

31 [(2)] **(1) Unless a dwelling unit contains one or more properly functioning carbon  
 32 monoxide alarms installed in compliance with State Fire Marshal rules and with any appli-  
 33 cable requirements of the state building code when a tenant takes possession of the dwelling  
 34 unit, a landlord may not enter into a rental agreement creating a new tenancy in [a dwelling unit  
 35 that] the dwelling unit if the dwelling unit:**

36 **(a)** Contains a carbon monoxide source [*or that*]; **or**

37 **(b)** Is **located** within a structure that contains a carbon monoxide source [*unless, at the time the  
 38 tenant takes possession of the dwelling unit, the dwelling unit contains one or more properly function-  
 39 ing carbon monoxide alarms installed in compliance with State Fire Marshal rules and with any ap-  
 40 plicable requirements of the state building code.*] **and the dwelling unit is connected to the room  
 41 in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft.**

42 **(2)** The landlord shall provide a new tenant with alarm testing instructions as described in ORS  
 43 90.317.

44 **(3)** If a carbon monoxide alarm is battery-operated or has a battery-operated backup system, the  
 45 landlord shall supply working batteries for the alarm at the beginning of a new tenancy.

**SECTION 6. ORS 90.317 is added to and made a part of ORS chapter 90.**

**SECTION 7.** ORS 90.317 is amended to read:

90.317. (1) *[If a rental dwelling unit that is subject to ORS chapter 90 has a carbon monoxide source or is located within a structure having a carbon monoxide source, the]* **A** landlord shall ensure that *[the]* a dwelling unit **that is subject to this chapter** has one or more carbon monoxide alarms installed in compliance with State Fire Marshal rules and the state building code **if the dwelling unit:**

**(a) Contains a carbon monoxide source; or**

**(b) Is located within a structure that contains a carbon monoxide source and the dwelling unit is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft.**

**(2)** The landlord shall provide the tenant of the dwelling unit with a written notice containing instructions for testing of the alarms. The landlord shall provide the written notice to the tenant no later than at the time that the tenant first takes possession of the premises.

**[(2)] (3)** If the landlord receives written notice from the tenant of a deficiency in a carbon monoxide alarm, other than dead batteries, the landlord shall repair or replace the alarm.

**(4)** Supplying and maintaining a carbon monoxide alarm required under this section is a habitable condition requirement under ORS 90.320.

**SECTION 8.** ORS 90.385 is amended to read:

90.385. (1) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services, by serving a notice to terminate the tenancy or by bringing or threatening to bring an action for possession after:

(a) The tenant has complained to, or expressed to the landlord in writing an intention to complain to, a governmental agency charged with responsibility for enforcement of any of the following concerning a violation applicable to the tenancy:

(A) A building, health or housing code materially affecting health or safety;

(B) Laws or regulations concerning the delivery of mail; or

(C) Laws or regulations prohibiting discrimination in rental housing;

(b) The tenant has made any complaint to the landlord that is in good faith and related to the tenancy;

(c) The tenant has organized or become a member of a tenants' union or similar organization;

(d) The tenant has testified against the landlord in any judicial, administrative or legislative proceeding;

(e) The tenant successfully defended an action for possession brought by the landlord within the previous six months except if the tenant was successful in defending the action only because:

(A) The termination notice by the landlord was not served or delivered in the manner required by ORS 90.155; or

(B) The period provided by the termination notice was less than that required by the statute upon which the notice relied to terminate the tenancy; or

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

**(2)** As used in subsection (1) of this section, "decreasing services" includes:

(a) Unreasonably restricting the availability of or placing unreasonable burdens on the use of common areas or facilities by tenant associations or tenants meeting to establish a tenant organ-

1 ization; and

2 (b) Intentionally and unreasonably interfering with and substantially impairing the enjoyment  
3 or use of the premises by the tenant.

4 (3) If the landlord acts in violation of subsection (1) of this section the tenant is entitled to the  
5 remedies provided in ORS 90.375 and has a defense in any retaliatory action against the tenant for  
6 possession.

7 (4) Notwithstanding subsections (1) and (3) of this section, a landlord may bring an action for  
8 possession if:

9 (a) The complaint by the tenant was made to the landlord or an agent of the landlord in an  
10 unreasonable manner or at an unreasonable time or was repeated in a manner having the effect of  
11 unreasonably harassing the landlord. A determination whether the manner, time or effect of a com-  
12 plaint was unreasonable shall include consideration of all related circumstances preceding or  
13 contemporaneous to the complaint;

14 (b) The violation of the applicable building or housing code was caused primarily by lack of  
15 reasonable care by the tenant or other person in the household of the tenant or upon the premises  
16 with the consent of the tenant;

17 (c) The tenant [is] **was** in default in rent **at the time of the service of the notice upon which**  
18 **the action is based;** or

19 (d) Compliance with the applicable building or housing code requires alteration, remodeling or  
20 demolition which would effectively deprive the tenant of use of the dwelling unit.

21 (5) For purposes of this section, a complaint made by another on behalf of a tenant is considered  
22 a complaint by the tenant.

23 (6) For the purposes of subsection (4)(c) of this section, a tenant who has paid rent into court  
24 pursuant to ORS 90.370 shall not be considered to be in default in rent.

25 (7) The maintenance of an action under subsection (4) of this section does not release the land-  
26 lord from liability under ORS 90.360 (2).

27 **SECTION 9.** ORS 90.449 is amended to read:

28 90.449. (1) A landlord may not terminate or fail to renew a tenancy, **serve a notice to termi-**  
29 **nate a tenancy, bring or threaten to bring an action for possession, increase rent, decrease**  
30 **services** or refuse to enter into a rental agreement:

31 (a) Because a tenant or applicant is, or has been, a victim of domestic violence, sexual assault  
32 or stalking.

33 (b) Because of a violation of the rental agreement or a provision of this chapter, if the violation  
34 consists of an incident of domestic violence, sexual assault or stalking committed against the tenant  
35 or applicant.

36 (c) Because of criminal activity relating to domestic violence, sexual assault or stalking in which  
37 the tenant or applicant is the victim, or of any police or emergency response related to domestic  
38 violence, sexual assault or stalking in which the tenant or applicant is the victim.

39 (2) A landlord may not impose different rules, conditions or standards or selectively enforce  
40 rules, conditions or standards against a tenant or applicant on the basis that the tenant or applicant  
41 is or has been a victim of domestic violence, sexual assault or stalking.

42 (3) Notwithstanding subsections (1) and (2) of this section, a landlord may terminate the tenancy  
43 of a victim of domestic violence, sexual assault or stalking if the landlord has previously given the  
44 tenant a written warning regarding the conduct of the perpetrator relating to domestic violence,  
45 sexual assault or stalking and:



1 (a) The tenant permits or consents to the perpetrator's presence on the premises and the  
 2 perpetrator is an actual and imminent threat to the safety of persons on the premises other than the  
 3 victim; or

4 (b) The perpetrator is an unauthorized occupant and the tenant permits or consents to the  
 5 perpetrator living in the dwelling unit without the permission of the landlord.

6 (4) If a landlord violates this section:

7 (a) A tenant or applicant may recover up to two months' periodic rent or twice the actual  
 8 damages sustained by the tenant or applicant, whichever is greater;

9 (b) The tenant has a defense to an action for possession by the landlord; and

10 (c) The applicant may obtain injunctive relief to gain possession of the dwelling unit.

11 (5) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful defense under subsection  
 12 (4) of this section to an action for possession, the tenant is not entitled to prevailing party fees,  
 13 attorney fees or costs and disbursements if the landlord:

14 (a) Did not know, and did not have reasonable cause to know, at the time of commencing the  
 15 action that a violation or incident on which the action was based was related to domestic violence,  
 16 sexual assault or stalking; and

17 (b) Promptly dismissed tenants other than the perpetrator from the action upon becoming aware  
 18 that the violation or incident on which the action was based was related to domestic violence, sex-  
 19 ual assault or stalking.

20 **SECTION 10.** ORS 86.755 is amended to read:

21 86.755. (1) The trustee shall hold the trustee's sale on the date and at the time and place des-  
 22 ignated in the notice of sale, which must be at a designated time after 9 a.m. and before 4 p.m.,  
 23 based on the standard of time set forth in ORS 187.110 and at a designated place in the county or  
 24 one of the counties where the property is situated. The trustee may sell the property in one parcel  
 25 or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash.  
 26 Any person, including the beneficiary under the trust deed, but excluding the trustee, may bid at the  
 27 trustee's sale. The attorney for the trustee, or an agent that the trustee or the attorney designates,  
 28 may conduct the sale and act in the sale as the trustee's auctioneer.

29 (2) The trustee or the attorney for the trustee, or an agent that the trustee or the attorney  
 30 conducting the sale designates, may postpone the sale for one or more periods totaling not more  
 31 than 180 days from the original sale date, giving notice of each adjournment by public proclamation  
 32 made at the time and place set for sale. The trustee, the attorney or an agent that the trustee or  
 33 the attorney designates may make the proclamation.

34 (3) The purchaser shall pay at the time of sale the price bid, and, within 10 days following  
 35 payment, the trustee shall execute and deliver the trustee's deed to the purchaser.

36 (4) The trustee's deed shall convey to the purchaser the interest in the property that the grantor  
 37 had, or had the power to convey, at the time the grantor executed the trust deed, together with any  
 38 interest the grantor or the grantor's successors in interest acquire after the execution of the trust  
 39 deed.

40 (5)(a) The purchaser at the trustee's sale is entitled to possession of the property on the 10th  
 41 day after the sale. A person that remains in possession after the 10th day under any interest, except  
 42 an interest prior to the trust deed or an interest the grantor or a successor of the grantor created  
 43 voluntarily is a tenant at sufferance. The purchaser may obtain possession of the property from a  
 44 tenant at sufferance by following the procedures set forth in ORS 105.105 to 105.168 or other appli-  
 45 cable judicial procedure.

1 (b) Except as provided in paragraph (c) of this subsection, at any time after the trustee's sale  
2 the purchaser may follow the procedures set forth in ORS 105.105 to 105.168 or other applicable  
3 judicial procedure to obtain possession of the property from a person that holds possession under  
4 an interest that the grantor or a successor of the grantor created voluntarily if, not earlier than 30  
5 days before the date first set for the sale, the person was served with not less than 30 days' written  
6 notice of the requirement to surrender or deliver possession of the property.

7 (c) If the property purchased at the trustee's sale is a dwelling unit, as defined in ORS 90.100  
8 [(9)], that the person holds under a tenancy that the grantor or a successor of the grantor created  
9 voluntarily and in good faith, the purchaser may follow the procedures set forth in ORS 105.105 to  
10 105.168 or other applicable judicial procedure to obtain possession if after the sale the purchaser  
11 terminates the tenancy in a written notice given to the person:

12 (A) At least 60 days before the termination date specified in the notice, if the tenancy is a fixed  
13 term tenancy, as defined in ORS 90.100, and at least 30 days before the date first set for the trustee's  
14 sale the person provided the trustee with a copy of the rental agreement that established the fixed  
15 term tenancy. The provisions of this subparagraph do not apply to a purchaser that does not intend  
16 to terminate a fixed term tenancy before the date on which the fixed term tenancy ends.

17 (B) At least 30 days before the termination date specified in the notice, if:

18 (i) The tenancy is a month-to-month tenancy or week-to-week tenancy, as those terms are defined  
19 in ORS 90.100, and at least 30 days before the date first set for the trustee's sale the person provided  
20 the trustee with a copy of the rental agreement that established the tenancy or with other written  
21 evidence of the existence of a rental agreement, if the person cannot provide the rental agreement;  
22 or

23 (ii) The tenancy is a fixed term tenancy for which the person has provided notice to the trustee  
24 as provided in subparagraph (A) of this paragraph and the purchaser intends to occupy the property  
25 that is subject to the fixed term tenancy as the purchaser's primary residence.

26 (d) A purchaser may not commence a proceeding under ORS 105.105 to 105.168 that is authorized  
27 under this subsection before the later of:

28 (A) The 10th day after the trustee's sale;

29 (B) The date specified in a written notice of the requirement to surrender or deliver possession  
30 of the property if the notice is required by and is given to the person in accordance with paragraph  
31 (b) of this subsection;

32 (C) The date specified in a written notice of the purchaser's intent to terminate a tenancy if the  
33 notice is required by and is given to the person in accordance with paragraph (c) of this subsection;  
34 or

35 (D) The date on which the term of a fixed term tenancy ends, if the property is a dwelling unit  
36 and the purchaser has not terminated the tenancy in accordance with paragraph (c) of this sub-  
37 section.

38 (e) For the purposes of this subsection:

39 (A) A month-to-month tenancy or a week-to-week tenancy that a grantor or a successor of the  
40 grantor first created after a notice of sale was served under ORS 86.750 is presumed not to be a  
41 tenancy created in good faith.

42 (B) A fixed term tenancy that a grantor or a successor of the grantor created after a notice of  
43 sale was served under ORS 86.750 is not a tenancy created in good faith.

44 (6) A purchaser shall serve a notice under subsection (5) of this section by first class mail and  
45 not by certified or registered mail or a form of mail that may delay or hinder actual delivery of mail

1 to the addressee. The notice is effective three days after the notice is mailed.

2 (7)(a) Notwithstanding the provisions of subsection (5)(c) of this section and except as provided  
 3 in paragraph (b) of this subsection, the purchaser is not a landlord subject to the provisions of ORS  
 4 chapter 90 unless the purchaser:

5 (A) Accepts rent from the person who possesses the property under a tenancy described in  
 6 subsection (5)(c) of this section;

7 (B) Enters into a new rental agreement with the person who possesses the property under a  
 8 tenancy described in subsection (5)(c) of this section; or

9 (C) Fails to terminate the tenancy as provided in subsection (5)(c) of this section within 30 days  
 10 after the date of the sale.

11 (b) The purchaser may act as a landlord for purposes of terminating a tenancy in accordance  
 12 with the provisions of ORS 90.396.

13 (8)(a) Except as provided in paragraph (b) of this subsection, the purchaser is not liable to the  
 14 person who possesses the property under a tenancy described in subsection (5)(c) of this section for:

15 (A) Damage to the property or diminution in rental value; or

16 (B) Returning a security deposit.

17 (b) A purchaser that is a landlord under the provisions of subsection (7)(a) of this section is li-  
 18 able to the person who possesses the property under a tenancy described in subsection (5)(c) of this  
 19 section for:

20 (A) Damage to the property or diminution in rental value that occurs after the date of the  
 21 trustee's sale; or

22 (B) Returning a security deposit the person pays after the date of the trustee's sale.

23 (9)(a) Notwithstanding subsection (2) of this section, except when a beneficiary has participated  
 24 in obtaining a stay, foreclosure proceedings that are stayed by order of the court, by proceedings  
 25 in bankruptcy or for any other lawful reason shall, after release from the stay, continue as if unin-  
 26 terrupted, if within 30 days after release the trustee sends amended notice of sale by registered or  
 27 certified mail to the last-known address of the persons listed in ORS 86.740 and 86.750 (1).

28 (b) In addition to the notice required under paragraph (a) of this subsection, the trustee shall  
 29 send amended notice of sale:

30 (A) By registered or certified mail to:

31 (i) The address provided by each person who was present at the time and place set for the sale  
 32 that was stayed; and

33 (ii) The address provided by each member of the Oregon State Bar who by registered or certified  
 34 mail requests the amended notice of sale and includes with the request the notice of default or an  
 35 identification number for the trustee's sale that would assist the trustee in identifying the property  
 36 subject to the trustee's sale and a self-addressed, stamped envelope measuring at least 8.5 by 11  
 37 inches in size; or

38 (B) By posting a true copy or a link to a true copy of the amended notice of sale on the trustee's  
 39 Internet website.

40 (10) The amended notice of sale must:

41 (a) Be given at least 20 days prior to the amended date of sale;

42 (b) Set an amended date of sale that may be the same as the original sale date, or date to which  
 43 the sale was postponed, provided the requirements of this subsection and ORS 86.740 and 86.750 are  
 44 satisfied;

45 (c) Specify the time and place for sale;

1 (d) Conform to the requirements of ORS 86.745; and

2 (e) State that the original sale proceedings were stayed and the date the stay terminated.

3 (11) If the publication of the notice of sale was not completed before the date the foreclosure  
 4 proceedings were stayed by order of the court, by proceedings in bankruptcy or for any other lawful  
 5 reason, after release from the stay, in addition to complying with the provisions of subsections (9)  
 6 and (10) of this section, the trustee shall complete the publication by publishing an amended notice  
 7 of sale that states that the notice has been amended following release from the stay and that con-  
 8 tains the amended date of sale. The amended notice must be published in a newspaper of general  
 9 circulation in each of the counties in which the property is situated once a week for four successive  
 10 weeks, except that the required number of publications must be reduced by the number of publica-  
 11 tions that were completed before the effective date of the stay. The last publication must be made  
 12 more than 20 days before the date the trustee conducts the sale.

13 **SECTION 11.** ORS 90.100 is amended to read:

14 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

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

30 **(5) “Carbon monoxide alarm” has the meaning given that term in ORS 105.836.**

31 **(6) “Carbon monoxide source” has the meaning given that term in ORS 105.836.**

32 [(5)] (7) “Conduct” means the commission of an act or the failure to act.

33 [(6)] (8) “Dealer” means any person in the business of selling, leasing or distributing new or used  
 34 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling  
 35 or floating home for use as a residence.

36 [(7)] (9) “Domestic violence” means:

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

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

39 [(8)] (10) “Drug and alcohol free housing” means a dwelling unit described in ORS 90.243.

40 [(9)] (11) “Dwelling unit” means a structure or the part of a structure that is used as a home,  
 41 residence or sleeping place by one person who maintains a household or by two or more persons  
 42 who maintain a common household. “Dwelling unit” regarding a person who rents a space for a  
 43 manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for  
 44 a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
 45 not the manufactured dwelling, recreational vehicle or floating home itself.

1        [(10)] (12) “Essential service” means:

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

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

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

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

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

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

17       [(11)] (13) “Facility” means a manufactured dwelling park or a marina.

18       [(12)] (14) “Facility purchase association” means a group of three or more tenants who reside  
19 in a facility and have organized for the purpose of eventual purchase of the facility.

20       [(13)] (15) “Fee” means a nonrefundable payment of money.

21       [(14)] (16) “First class mail” does not include certified or registered mail, or any other form of  
22 mail that may delay or hinder actual delivery of mail to the recipient.

23       [(15)] (17) “Fixed term tenancy” means a tenancy that has a fixed term of existence, continuing  
24 to a specific ending date and terminating on that date without requiring further notice to effect the  
25 termination.

26       [(16)] (18) “Floating home” has the meaning given that term in ORS 830.700. “Floating home”  
27 includes an accessory building or structure.

28       [(17)] (19) “Good faith” means honesty in fact in the conduct of the transaction concerned.

29       [(18)] (20) “Hotel or motel” means “hotel” as that term is defined in ORS 699.005.

30       [(19)] (21) “Informal dispute resolution” means, but is not limited to, consultation between the  
31 landlord or landlord’s agent and one or more tenants, or mediation utilizing the services of a third  
32 party.

33       [(20)] (22) “Landlord” means the owner, lessor or sublessor of the dwelling unit or the building  
34 or premises of which it is a part. “Landlord” includes a person who is authorized by the owner,  
35 lessor or sublessor to manage the premises or to enter into a rental agreement.

36       [(21)] (23) “Landlord’s agent” means a person who has oral or written authority, either express  
37 or implied, to act for or on behalf of a landlord.

38       [(22)] (24) “Last month’s rent deposit” means a type of security deposit, however designated, the  
39 primary function of which is to secure the payment of rent for the last month of the tenancy.

40       [(23)] (25) “Manufactured dwelling” means a residential trailer, a mobile home or a manufac-  
41 tured home as those terms are defined in ORS 446.003. “Manufactured dwelling” includes an acces-  
42 sory building or structure. “Manufactured dwelling” does not include a recreational vehicle.

43       [(24)] (26) “Manufactured dwelling park” means a place where four or more manufactured  
44 dwellings are located, the primary purpose of which is to rent space or keep space for rent to any  
45 person for a charge or fee.

1        [(25)] **(27)** “Marina” means a moorage of contiguous dwelling units that may be legally trans-  
2        ferred as a single unit and are owned by one person where four or more floating homes are secured,  
3        the primary purpose of which is to rent space or keep space for rent to any person for a charge or  
4        fee.

5        [(26)] **(28)** “Month-to-month tenancy” means a tenancy that automatically renews and continues  
6        for successive monthly periods on the same terms and conditions originally agreed to, or as revised  
7        by the parties, until terminated by one or both of the parties.

8        [(27)] **(29)** “Organization” includes a corporation, government, governmental subdivision or  
9        agency, business trust, estate, trust, partnership or association, two or more persons having a joint  
10       or common interest, and any other legal or commercial entity.

11       [(28)] **(30)** “Owner” includes a mortgagee in possession and means one or more persons, jointly  
12       or severally, in whom is vested:

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

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

16       [(29)] **(31)** “Person” includes an individual or organization.

17       [(30)] **(32)** “Premises” means:

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

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

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

23       [(31)] **(33)** “Prepaid rent” means any payment of money to the landlord for a rent obligation not  
24       yet due. In addition, “prepaid rent” means rent paid for a period extending beyond a termination  
25       date.

26       [(32)] **(34)** “Recreational vehicle” has the meaning given that term in ORS 446.003.

27       [(33)] **(35)** “Rent” means any payment to be made to the landlord under the rental agreement,  
28       periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a  
29       dwelling unit to the exclusion of others. “Rent” does not include security deposits, fees or utility  
30       or service charges as described in ORS 90.315 (4) and 90.532.

31       [(34)] **(36)** “Rental agreement” means all agreements, written or oral, and valid rules and regu-  
32       lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the  
33       use and occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental  
34       agreement shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

35       [(35)] **(37)** “Roomer” means a person occupying a dwelling unit that does not include a toilet and  
36       either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and  
37       where one or more of these facilities are used in common by occupants in the structure.

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

43       [(37)] **(39)** “Security deposit” means a refundable payment or deposit of money, however desig-  
44       nated, the primary function of which is to secure the performance of a rental agreement or any part  
45       of a rental agreement. “Security deposit” does not include a fee.

1       [(38)] (40) "Sexual assault" has the meaning given that term in ORS 147.450.

2       [(39)] (41) "Squatter" means a person occupying a dwelling unit who is not so entitled under a  
3 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter"  
4 does not include a tenant who holds over as described in ORS 90.427 (7).

5       [(40)] (42) "Stalking" means the behavior described in ORS 163.732.

6       [(41)] (43) "Statement of policy" means the summary explanation of information and facility  
7 policies to be provided to prospective and existing tenants under ORS 90.510.

8       [(42)] (44) "Surrender" means an agreement, express or implied, as described in ORS 90.148 be-  
9 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-  
10 cupy a dwelling unit.

11       [(43)] (45) "Tenant":

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

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

16       (B) Means a minor, as defined and provided for in ORS 109.697.

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

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

21       [(44)] (46) "Transient lodging" means a room or a suite of rooms.

22       [(45)] (47) "Transient occupancy" means occupancy in transient lodging that has all of the fol-  
23 lowing characteristics:

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

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

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

28       [(46)] (48) "Vacation occupancy" means occupancy in a dwelling unit, not including transient  
29 occupancy in a hotel or motel, that has all of the following characteristics:

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

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

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

33       [(47)] (49) "Victim" means:

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

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

39       [(48)] (50) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

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

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

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

1       **SECTION 12.** ORS 90.555 is amended to read:

2       90.555. (1) A facility tenant may not rent the tenant's manufactured dwelling or floating home  
3 to another person for a period exceeding three days unless the facility landlord, facility tenant and  
4 dwelling or home renter enter into a written subleasing agreement specifying the rights and obli-  
5 gations of the landlord, tenant and renter during the renter's occupancy of the dwelling or home.  
6 The subleasing agreement shall include, but need not be limited to, provisions that require the  
7 dwelling or home renter to timely pay directly to the facility landlord the space rent, any separately  
8 assessed fees payable under the rental agreement and any separately billed utility or service charge  
9 described in ORS 90.532 (1)(b) or (c), and provisions that grant the dwelling or home renter the same  
10 rights as the facility tenant to cure a violation of the rental agreement for the facility space, to  
11 require facility landlord compliance with ORS 90.730 and to be protected from retaliatory conduct  
12 under ORS 90.765. This subsection does not authorize a facility tenant to rent a manufactured  
13 dwelling or floating home to another person in violation of the rental agreement between the facility  
14 tenant and the facility landlord.

15       (2) Notwithstanding ORS 90.100 [(43)] **45**, a facility tenant who enters into a subleasing agree-  
16 ment continues to be the tenant of the facility space and retains all rights and obligations of a fa-  
17 cility tenant under the rental agreement and this chapter. The occupancy of a manufactured  
18 dwelling or floating home by a renter as provided in a subleasing agreement does not constitute  
19 abandonment of the dwelling or home by the facility tenant.

20       (3) The rights and obligations of the dwelling or home renter under a subleasing agreement are  
21 in addition to the rights and obligations retained by the facility tenant under subsection (2) of this  
22 section. The rights and obligations of the dwelling or home renter under the subleasing agreement  
23 are separate from any rights or obligations of the renter under ORS 90.100 to 90.465 applicable to  
24 the renter's occupancy of the manufactured dwelling or floating home owned by the facility tenant.

25       (4) Unless otherwise provided in the subleasing agreement, a facility landlord may terminate a  
26 subleasing agreement:

27       (a) Without cause by giving the dwelling or home renter written notice not less than 30 days  
28 prior to the termination;

29       (b) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the renter  
30 the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or

31       (c) Subject to the cure right established in subsection (1) of this section and regardless of  
32 whether the landlord terminates the rental agreement of the facility tenant:

33       (A) For nonpayment of facility space rent; or

34       (B) For any conduct by the dwelling or home renter that would be a violation of the rental  
35 agreement under ORS 90.396 or 90.398 if committed by the facility tenant.

36       (5) Upon termination of a subleasing agreement by the facility landlord, whether with or without  
37 cause, the dwelling or home renter and the facility tenant are excused from continued performance  
38 under any agreement for the renter's occupancy of the manufactured dwelling or floating home  
39 owned by the facility tenant.

40       (6)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the fa-  
41 cility tenant of a rental agreement violation, of a law or ordinance violation or of the facility's  
42 closure, conversion or sale, the landlord shall also promptly give a copy of the notice to the dwelling  
43 or home renter. The giving of notice to the dwelling or home renter does not constitute notice to  
44 the facility tenant unless the tenant has expressly appointed the renter as the tenant's agent for  
45 purposes of receiving notice.



1 (b) If the facility landlord gives notice to the dwelling or home renter that the landlord is ter-  
2 minating the subleasing agreement, the landlord shall also promptly give a copy of the notice to the  
3 facility tenant. The landlord shall give the notice to the facility tenant in the same manner as for  
4 giving notice of a rental agreement violation.

5 (c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility  
6 landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwell-  
7 ing or floating home, the tenant shall also promptly give a copy of the notice to the dwelling or  
8 home renter.

9 (d) If the dwelling or home renter gives notice to the facility landlord of a violation of ORS  
10 90.730, the renter shall also promptly give a copy of the notice to the facility tenant.

11 **SECTION 13.** ORS 90.634 is amended to read:

12 90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwelling unit rent against a  
13 manufactured dwelling or floating home located in a facility. Notwithstanding ORS 90.100 [(43)] **45**  
14 and 90.675 and regardless of whether the owner of a manufactured dwelling or floating home occu-  
15 pies the dwelling or home as a residence, a facility landlord that is entitled to unpaid rent and re-  
16 ceives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161  
17 may sell or dispose of the dwelling or home as provided in ORS 90.675.

18 (2) If a manufactured dwelling or floating home was occupied immediately prior to abandonment  
19 by a person other than the facility tenant, and the name and address of the person are known to the  
20 landlord, a landlord selling or disposing of the dwelling or home under subsection (1) of this section  
21 shall promptly send the person a copy of the notice sent to the facility tenant under ORS 90.675 (3).  
22 Notwithstanding ORS 90.425, the facility landlord may sell or dispose of goods left in the dwelling  
23 or home or upon the dwelling unit by the person in the same manner as if the goods were left by  
24 the facility tenant. If the name and address of the person are known to the facility landlord, the  
25 landlord shall promptly send the person a copy of the written notice sent to the facility tenant under  
26 ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal of the  
27 goods.

28 **SECTION 14.** ORS 90.427 is amended to read:

29 90.427. (1) As used in this section, "first year of occupancy" includes all periods in which any  
30 of the tenants has resided in the dwelling unit for one year or less.

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

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

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

38 (b) At any time during the first year of occupancy, the landlord may terminate the tenancy by  
39 giving the tenant notice in writing not less than 30 days prior to the date designated in the notice  
40 for the termination of the tenancy.

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

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

1 (a) At any time during the fixed term, notwithstanding subsection (3) of this section, the landlord  
 2 or the tenant may terminate the tenancy without cause by giving the other notice in writing not less  
 3 than 30 days prior to the specified ending date for the fixed term or not less than 30 days prior to  
 4 the date designated in the notice for the termination of the tenancy, whichever is later.

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

9 (5) Notwithstanding subsections (3)(c) and (4)(b) of this section, the landlord may terminate a  
 10 month-to-month tenancy at any time by giving the tenant notice in writing not less than 30 days  
 11 prior to the date designated in the notice for the termination of the tenancy if:

12 (a) The dwelling unit is purchased separately from any other dwelling unit;

13 (b) The landlord has accepted an offer to purchase the dwelling unit from a person who intends  
 14 in good faith to occupy the dwelling unit as the person's primary residence; and

15 (c) The landlord has provided the notice, and written evidence of the offer to purchase the  
 16 dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.

17 (6) The tenancy shall terminate on the date designated and without regard to the expiration of  
 18 the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,  
 19 rent is uniformly apportionable from day to day.

20 (7) If the tenant remains in possession without the landlord's consent after expiration of the  
 21 term of the rental agreement or its termination, the landlord may bring an action for possession. In  
 22 addition, the landlord may recover from the tenant any actual damages resulting from the tenant  
 23 holding over, including the value of any rent accruing from the expiration or termination of the  
 24 rental agreement until the landlord knows or should know that the tenant has relinquished pos-  
 25 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220  
 26 [(8)] (7) applies.

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

29 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a no-  
 30 tice of termination given under subsection (2) or (3) of this section an explanation of the reason for  
 31 the termination without having to prove the reason. An explanation does not give the person re-  
 32 ceiving the notice of termination a right to cure the reason if the notice states that:

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

34 (B) The recipient of the notice does not have a right to cure the reason for the termination; and

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

36 (9) Subsections (2) to (5) of this section do not apply to a month-to-month tenancy subject to ORS  
 37 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.840.

38 **SECTION 15.** ORS 90.472 is amended to read:

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

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

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

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

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

2 (4) Notwithstanding ORS 90.300 [(6)(a)(A)] (7)(a)(A) and 90.430, a tenant who terminates a lease  
3 under subsection (2) of this section is not:

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

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

7 **SECTION 16.** ORS 90.475 is amended to read:

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

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

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

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

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

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

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

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

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

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

24 (b) The later of:

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

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

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

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

30 (4) Notwithstanding ORS 90.300 [(6)(a)(A)] (7)(a)(A) and 90.430, a tenant who terminates a lease  
31 under subsection (1) of this section is not:

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

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

35 **SECTION 17.** ORS 105.836 is amended to read:

36 105.836. As used in ORS [90.317,] 105.836 to 105.842 and 476.725, unless the context requires  
37 otherwise:

38 (1) “Carbon monoxide alarm” means a device that:

39 (a) Detects carbon monoxide;

40 (b) Produces a distinctive audible alert when carbon monoxide is detected;

41 (c) Conforms to State Fire Marshal rules;

42 (d) Is listed by Underwriters Laboratories or any other nationally recognized testing laboratory  
43 or an equivalent organization; and

44 (e) Operates as a distinct unit or as two or more single station units wired to operate in con-  
45 junction with each other.

1 (2) "Carbon monoxide source" means:

2 (a) A heater, fireplace, appliance or cooking source that uses coal, kerosene, petroleum products,  
3 wood or other fuels that emit carbon monoxide as a by-product of combustion; or

4 (b) An attached garage with an opening that communicates directly with a living space.

5 (3) "Multifamily housing" means a building in which three or more residential units each have  
6 space for eating, living and sleeping and permanent provisions for cooking and sanitation.

7 (4) "One and two family dwelling" means a residential building that is regulated under the state  
8 building code as a one and two family dwelling.

9 **SECTION 18. The amendments to ORS 86.755, 90.100, 90.220, 90.295, 90.297, 90.300, 90.316,**  
10 **90.317, 90.385, 90.427, 90.449, 90.472, 90.475, 90.555, 90.634 and 105.836 by sections 1 to 5 and 7**  
11 **to 17 of this 2011 Act apply to rental agreements under ORS chapter 90 that are entered into**  
12 **on or after the effective date of this 2011 Act.**

13