

SENATE AMENDMENTS TO SENATE BILL 293

By COMMITTEE ON GENERAL GOVERNMENT, CONSUMER AND SMALL BUSINESS
PROTECTION

March 14

1 On page 1 of the printed bill, delete line 3 and insert “90.230, 90.295, 90.297, 90.300, 90.316,
2 90.317, 90.367, 90.385, 90.417, 90.425, 90.427, 90.449, 90.453, 90.456, 90.472, 90.475, 90.555, 90.634
3 and”.

4 On page 2, after line 19, insert:

5 “**SECTION 1a.** ORS 90.230 is amended to read:

6 “90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured
7 dwelling park, mobile home park or recreational vehicle park, all as defined in ORS 197.492, the
8 landlord shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term
9 tenancy. The rental agreement must state:

10 “(a) If applicable, that the tenancy may be terminated by the landlord under ORS 90.427 without
11 cause upon 30 **or 60** days’ written notice for a month-to-month tenancy or upon 10 days’ written
12 notice for a week-to-week tenancy.

13 “(b) That any accessory building or structure paid for or provided by the tenant belongs to the
14 tenant and is subject to a demand by the landlord that the tenant remove the building or structure
15 upon termination of the tenancy.

16 “(c) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from
17 placement and occupancy restrictions.

18 “(2) If a tenant described in subsection (1) of this section moves following termination of the
19 tenancy by the landlord under ORS 90.427, and the landlord failed to provide the required written
20 rental agreement before the beginning of the tenancy, the tenant may recover the tenant’s actual
21 damages or twice the periodic rent, whichever is greater.

22 “(3) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1) for
23 exemption from placement and occupancy restrictions, and a state agency or local government re-
24 quires the tenant to move as a result of the noncompliance, the tenant may recover the tenant’s
25 actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if
26 the noncompliance was caused by the tenant.

27 “(4) This section does not apply to a vacation occupancy.”.

28 On page 4, delete lines 9 through 45 and delete page 5.

29 On page 6, delete lines 1 through 27 and insert:

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

32 “90.300. (1) As used in this section, ‘security deposit’ includes any last month’s rent deposit.

33 “(2)(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a
34 security deposit. The landlord shall provide the tenant with a receipt for any security deposit the
35 tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party

1 to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim
2 of a creditor of the landlord, including a trustee in bankruptcy.

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

6 **"(3) A written rental agreement, if any, must list a security deposit paid by a tenant or
7 required by a landlord.**

8 "[3] (4) A landlord may not charge a tenant a pet security deposit for keeping a service animal
9 or companion animal that a tenant with a disability requires as a reasonable accommodation under
10 fair housing laws.

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

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

20 "[5)] (6) The landlord may claim all or part of the security deposit only if the landlord required
21 the security deposit for any or all of the purposes specified in subsection [(6)] (7) of this section.

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

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

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

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

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

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

36 "(i) The cleaning is performed by use of a machine specifically designed for cleaning or
37 shampooing carpets;

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

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

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

44 "[7)] (8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid
45 rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months

1 in a month-to-month tenancy.

2 “[8] (9) The landlord must apply any last month’s rent deposit to the rent due for the last
3 month of the tenancy:

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

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

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

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

15 “[10] (11) When the tenancy terminates, a landlord shall account for and refund to the tenant,
16 in the same manner this section requires for security deposits, the unused balance of any prepaid
17 rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or
18 any other provision of this chapter. The landlord may claim from the remaining prepaid rent only
19 the amount reasonably necessary to pay the tenant’s unpaid rent.

20 “[11] (12) In order to claim all or part of any prepaid rent or security deposit, within 31 days
21 after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant
22 a written accounting that states specifically the basis or bases of the claim. The landlord shall give
23 a separate accounting for security deposits and for prepaid rent.

24 “[12] (13) The landlord shall return to the tenant the security deposit or prepaid rent or the
25 portion of the security deposit or prepaid rent that the landlord does not claim in the manner pro-
26 vided by subsections [(10) and] (11) and (12) of this section not later than 31 days after the tenancy
27 terminates and the tenant delivers possession to the landlord.

28 “[13] (14) The landlord shall give the written accounting required under subsection [(11)] (12)
29 of this section or shall return the security deposit or prepaid rent as required by subsection [(12)]
30 (13) of this section by personal delivery or by first class mail.

31 “[14] (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufac-
32 tured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the
33 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-
34 scribed in subsections [(11) and] (12) and (13) of this section commences on the earliest of:

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

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

37 “(c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
38 90.425 (10)(b) or 90.675 (10)(b); or

39 “(d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675
40 (10)(a).

41 “[15] (16) If the landlord fails to comply with subsection [(12)] (13) of this section or if the
42 landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due
43 to the tenant under this chapter or the rental agreement, the tenant may recover the money due in
44 an amount equal to twice the amount:

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

1 “(b) Withheld in bad faith.

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

4 “(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS
5 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall
6 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is
7 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the
8 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-
9 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the
10 tenant after the garnishment, the landlord is not required to refund or account for the security de-
11 posit or prepaid rent under subsection [~~(10)~~] (11) of this section.

12 “[~~(17)~~] (18) This section does not preclude the landlord or tenant from recovering other damages
13 under this chapter.”.

14 On page 7, line 5, delete “that is subject to this chapter”.

15 After line 18, insert:

16 “**SECTION 7a.** ORS 90.367 is amended to read:

17 “90.367. (1) A tenant who receives actual notice that the property that is the subject of the
18 tenant’s rental agreement with a landlord is in foreclosure may apply the tenant’s security deposit
19 or prepaid rent to the tenant’s obligation to the landlord. The tenant must notify the landlord in
20 writing that the tenant intends to do so. **The giving of the notice provided by this subsection**
21 **by the tenant does not constitute a termination of the tenancy.**

22 “(2) **A landlord may not terminate the tenancy of a tenant:**

23 “(a) **Because the tenant has applied the security deposit or prepaid rent as allowed under**
24 **this section.**

25 “(b) **For nonpayment of rent during the month in which the tenant applies the security**
26 **deposit or prepaid rent pursuant to this section unless an unpaid balance remains due after**
27 **applying all payments, including the security deposit or prepaid rent, to the rent.**

28 “(3) **If the tenant has not provided the written notice applying the security deposit or**
29 **prepaid rent as required under subsection (1) of this section before the landlord gives a ter-**
30 **mination notice for nonpayment of rent, the tenant must provide the written notice within**
31 **the notice period provided by ORS 90.392 or 90.394. If the tenant does not provide the written**
32 **notice, the landlord may terminate the tenancy based upon ORS 90.392 or 90.394.**

33 “(4) **Application of the security deposit or prepaid rent to an obligation owed to the**
34 **landlord does not constitute a partial payment under ORS 90.417.**

35 “(5) **If the landlord provides written evidence from a lender or trustee that the property**
36 **is no longer in foreclosure, the landlord may require the tenant to restore the security de-**
37 **posit or prepaid rent to the amount required prior to the tenant’s application of the security**
38 **deposit or prepaid rent. The landlord shall allow the tenant at least two months to restore**
39 **the security deposit or prepaid rent.”.**

40 On page 8, after line 26, insert:

41 “**SECTION 8a.** ORS 90.417 is amended to read:

42 “90.417. (1) A tenant’s duty regarding rent payments is to tender to the landlord an offer of the
43 full amount of rent owed within the time allowed by law and by the rental agreement provisions
44 regarding payment. A landlord may refuse to accept a rent tender that is for less than the full
45 amount of rent owed or that is untimely.

1 “(2) A landlord may accept a partial payment of rent. The acceptance of a partial payment of
2 rent in a manner consistent with subsection [(3)] (4) of this section does not constitute a waiver
3 under ORS 90.412 (2)(b) of the landlord’s right to terminate the tenancy under ORS 90.394 for non-
4 payment of the balance of the rent owed.

5 “(3) A landlord and tenant may by written agreement provide that monthly rent shall be paid
6 in regular installments of less than a month pursuant to a schedule specified in the agreement. In-
7 stallment rent payments described in this subsection are not partial payment of rent for purposes
8 of this section.

9 “(4) The acceptance of a partial payment of rent waives the right of the landlord to terminate
10 the tenant’s rental agreement under ORS 90.394 for nonpayment of rent unless:

11 “(a)(A) The landlord accepted the partial payment of rent before the landlord gave a nonpayment
12 of rent termination notice under ORS 90.394 based on the tenant’s agreement to pay the balance by
13 a time certain and the tenant does not pay the balance of the rent as agreed;

14 “(B) The landlord’s notice of termination is served no earlier than it would have been permitted
15 under ORS 90.394 had no rent been accepted; and

16 “(C) The notice permits the tenant to avoid termination of the tenancy for nonpayment of rent
17 by paying the balance within 72 hours or 144 hours, as the case may be, or by any date to which
18 the parties agreed, whichever is later; or

19 “(b) The landlord accepted a partial payment of rent after giving a nonpayment of rent termi-
20 nation notice under ORS 90.394 and entered into a written agreement with the tenant that the ac-
21 ceptance does not constitute waiver. The agreement may provide that the landlord may terminate
22 the rental agreement and take possession as provided in ORS 105.105 to 105.168 without serving a
23 new notice under ORS 90.394 if the tenant fails to pay the balance of the rent by a time certain.

24 **“(5) Application of a tenant’s security deposit or prepaid rent to an obligation owed to a
25 landlord in foreclosure under ORS 90.367 does not constitute a partial payment of rent.**

26 “[5] (6) Notwithstanding any acceptance of a partial payment of rent under subsection (4) of
27 this section, the tenant continues to owe the landlord the unpaid balance of the rent.

28 **“SECTION 8b.** ORS 90.425 is amended to read:

29 “90.425. (1) As used in this section:

30 “(a) ‘Current market value’ means the amount in cash, as determined by the county assessor,
31 that could reasonably be expected to be paid for a manufactured dwelling or floating home by an
32 informed buyer to an informed seller, each acting without compulsion in an arm’s-length transaction
33 occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the
34 county assessor.

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

39 “(c) ‘Goods’ includes those goods left inside a recreational vehicle, manufactured dwelling or
40 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
41 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
42 a facility.

43 “(d) ‘Lienholder’ means any lienholder of an abandoned recreational vehicle, manufactured
44 dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

45 “(e) ‘Of record’ means:

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

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

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

12 “(f) ‘Owner’ means any owner of an abandoned recreational vehicle, manufactured dwelling or
13 floating home, if different from the tenant and either of record or actually known to the landlord.

14 “(g) ‘Personal property’ means goods, vehicles and recreational vehicles and includes manufac-
15 tured dwellings and floating homes not located in a facility. ‘Personal property’ does not include
16 manufactured dwellings and floating homes located in a facility and therefore subject to being
17 stored, sold or disposed of as provided under ORS 90.675.

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

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

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

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

30 “(3) Prior to selling or disposing of the tenant’s personal property under this section, the land-
31 lord must give a written notice to the tenant that must be:

32 “(a) Personally delivered to the tenant; or

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

34 “(A) The premises;

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

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

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

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

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

43 “(C) The tax collector of the county where the manufactured dwelling or floating home is lo-
44 cated; and

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

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

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

6 “(A) Actually known to the landlord;

7 “(B) Of record; and

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

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

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

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

17 “(c) The personal property is stored at a place of safekeeping, except that if the property in-
18 cludes a manufactured dwelling or floating home, the dwelling or home must be stored on the rented
19 space;

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

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

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

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

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

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

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

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

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

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

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

12 “(A) Promptly dispose of rotting food; and

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

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

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

25 “(8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
26 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
27 ified date in the landlord’s notice that the tenant, lienholder or owner intends to remove the per-
28 sonal property from the premises or from the place of safekeeping, the landlord must make that
29 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
30 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling
31 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
32 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
33 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
34 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
35 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
36 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS
37 90.412 or 90.417.

38 “(9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or
39 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the
40 time provided by the landlord’s notice, or the tenant, lienholder or owner does not remove the per-
41 sonal property within the time required by subsection (8) of this section or by any date agreed to
42 with the landlord, whichever is later, the tenant’s, lienholder’s or owner’s personal property is con-
43 clusively presumed to be abandoned. The tenant and any lienholder or owner that have been given
44 notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution
45 of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest

1 to the personal property and may not claim or sell the property.

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

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

6 “(A) The landlord may seek to transfer ownership of record of the personal property by com-
7 plying with the requirements of the appropriate state agency; and

8 “(B) The landlord shall:

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

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

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

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

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

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

19 “(VI) The name and telephone number of the person to contact to inspect the recreational ve-
20 hicle, manufactured dwelling or floating home;

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

25 “(iii) Obtain an affidavit of publication from the newspaper to show that the notice required
26 under sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of
27 two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
28 and

29 “(iv) Obtain written proof from the county that all property taxes and assessments on the man-
30 ufactured dwelling or floating home have been paid or, if not paid, that the county has authorized
31 the sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;

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

33 “(A) For a manufactured dwelling or floating home, the current market value of the property is
34 \$8,000 or less as determined by the county assessor; or

35 “(B) For all other personal property, the reasonable current fair market value is [~~\$500~~] **\$1,000**
36 or less or so low that the cost of storage and conducting a public sale probably exceeds the amount
37 that would be realized from the sale; or

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

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

41 “(A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consist-
42 ent with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including
43 the method, manner, time, place and terms must be commercially reasonable; or

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

45 “(b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal

1 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
2 lord shall destroy or otherwise dispose of the personal property.

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

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

8 “(b) A person or nonprofit organization to whom the landlord gives the dwelling or home pur-
9 suant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

12 “(B) Unpaid rent.

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

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

21 “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if ap-
22 plicable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together
23 with an itemized accounting.

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

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

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

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

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

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

39 “(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assess-
40 ments owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13)
41 of this section.

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

44 “(B) The current market value of the manufactured dwelling or floating home is more than
45 \$8,000;

1 “(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assess-
2 ments owed on the manufactured dwelling or floating home after distribution of the proceeds pur-
3 suant to subsection (13) of this section; and

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

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

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

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

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

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

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

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

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

29 “(b) The tenant or a personal representative or designated person described in subsection (20)
30 of this section has waived all rights under this section pursuant to subsection (26) of this section;
31 or

32 “(c) The notice and response periods provided by subsections (6) and (8) of this section have
33 expired.

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

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

45 “(c) To exercise the right to a storage agreement under this subsection, in addition to contacting

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

9 “(d) The storage agreement may require, in addition to other provisions agreed to by the land-
10 lord and the lienholder, that:

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

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

20 “(C) The lienholder maintain the personal property and the space on which the personal prop-
21 erty is stored in a manner consistent with the rights and obligations described in the rental agree-
22 ment between the landlord and the tenant.

23 “(e) During the term of an agreement described under this subsection, the lienholder has the
24 right to remove or sell the property, subject to the provisions of the lien. Selling the property in-
25 cludes a sale to a purchaser who wishes to leave the dwelling or home on the rented space and
26 become a tenant, subject to any conditions previously agreed to by the landlord and tenant regard-
27 ing the landlord’s approval of a purchaser or, if there was no such agreement, any reasonable con-
28 ditions by the landlord regarding approval of any purchaser who wishes to leave the dwelling or
29 home on the rented space and become a tenant. The landlord also may condition approval for oc-
30 cupancy of any purchaser of the property upon payment of all unpaid storage charges and mainte-
31 nance costs.

32 “(f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agree-
33 ment by giving at least 90 days’ written notice to the lienholder stating facts sufficient to notify the
34 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the
35 notice period, the agreement terminates as provided and the landlord may sell or dispose of the
36 dwelling or home without further notice to the lienholder.

37 “(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph
38 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the
39 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the
40 landlord may terminate the agreement by giving at least 30 days’ written notice to the lienholder
41 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder
42 corrects the violation within the notice period, the agreement terminates as provided and the land-
43 lord may sell or dispose of the property without further notice to the lienholder.

44 “(C) A lienholder may terminate a storage agreement at any time upon at least 14 days’ written
45 notice to the landlord and may remove the property from the rented space if the lienholder has paid

1 all storage charges and other charges as provided in the agreement.

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

6 “(20) If the personal property is a manufactured dwelling or floating home and is considered
7 abandoned as a result of the death of a tenant who was the only tenant and who owned the dwelling
8 or home, this section applies, except as follows:

9 “(a) The following persons have the same rights and responsibilities regarding the abandoned
10 dwelling or home as a tenant:

11 “(A) Any personal representative named in a will or appointed by a court to act for the deceased
12 tenant.

13 “(B) Any person designated in writing by the tenant to be contacted by the landlord in the event
14 of the tenant’s death.

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

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

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

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

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

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

35 “(f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
36 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
37 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
38 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
39 agreed to by the landlord and tenant regarding the landlord’s approval for occupancy of a purchaser,
40 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
41 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
42 or home on the rented space and become a tenant. The landlord also may condition approval for
43 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
44 storage charges and maintenance costs.

45 “(g) If the representative or person violates the storage agreement, the landlord may terminate

1 the agreement by giving at least 30 days' written notice to the representative or person stating facts
2 sufficient to notify the representative or person of the reason for the termination. Unless the rep-
3 resentative or person corrects the violation within the notice period, the agreement terminates as
4 provided and the landlord may sell or dispose of the dwelling or home without further notice to the
5 representative or person.

6 "(h) Upon the failure of a representative or person to enter into a storage agreement as pro-
7 vided by this subsection or upon termination of an agreement, unless the parties otherwise agree
8 or the representative or person has sold or removed the manufactured dwelling or floating home, the
9 landlord may sell or dispose of the property pursuant to this section without further notice to the
10 representative or person.

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

14 "(a) The following persons have the same rights and responsibilities regarding the abandoned
15 personal property as a tenant:

16 "(A) An heir or devisee.

17 "(B) Any personal representative named in a will or appointed by a court to act for the deceased
18 tenant.

19 "(C) Any person designated in writing by the tenant to be contacted by the landlord in the event
20 of the tenant's death.

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

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

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

25 "(C) Sent by first class mail to the attention of an estate administrator of the Department of
26 State Lands.

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

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

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

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

43 "(22) If a governmental agency determines that the condition of a manufactured dwelling, float-
44 ing home or recreational vehicle abandoned under this section constitutes an extreme health or
45 safety hazard under state or local law and the agency determines that the hazard endangers others

1 in the immediate vicinity and requires quick removal of the property, the landlord may sell or dis-
2 pose of the property pursuant to this subsection. The landlord shall comply with all provisions of
3 this section, except as follows:

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

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

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

14 “(A) The dates and deadlines in the notice for contacting the landlord and removing the prop-
15 erty must be consistent with this subsection;

16 “(B) The notice must state that a governmental agency has determined that the property con-
17 stitutes an extreme health or safety hazard and must be removed quickly; and

18 “(C) The landlord shall attach a copy of the agency’s determination to the notice.

19 “(d) If the tenant, a lienholder, owner, personal representative or designated person does not
20 remove the property within the time allowed, the landlord or a buyer at a sale by the landlord under
21 subsection (11) of this section shall promptly remove the property from the facility.

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

24 “(23)(a) If an official or agency referred to in ORS 453.876 notifies the landlord that the official
25 or agency has determined that all or part of the premises is unfit for use as a result of the presence
26 of an illegal drug manufacturing site involving methamphetamine, and the landlord complies with
27 this subsection, the landlord is not required to comply with subsections (1) to (22) and (24) to (27)
28 of this section with regard to personal property left on the portion of the premises that the official
29 or agency has determined to be unfit for use.

30 “(b) Upon receiving notice from an official or agency determining the premises to be unfit for
31 use, the landlord shall promptly give written notice to the tenant as provided in subsection (3) of
32 this section. The landlord shall also attach a copy of the notice in a secure manner to the main
33 entrance of the dwelling unit. The notice to the tenant shall include a copy of the official’s or
34 agency’s notice and state:

35 “(A) That the premises, or a portion of the premises, has been determined by an official or
36 agency to be unfit for use due to contamination from the manufacture of methamphetamine and that
37 as a result subsections (1) to (22) and (24) to (27) of this section do not apply to personal property
38 left on any portion of the premises determined to be unfit for use;

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

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

43 “(D) That the tenant may contact the contractor to determine whether any of the tenant’s per-
44 sonal property may be removed from the premises or may be decontaminated at the tenant’s expense
45 and then removed.

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

3 “(d) If the contractor and the department determine that the premises or the tenant’s personal
4 property is not unfit for use, upon notification by the department of the determination, the landlord
5 shall comply with subsections (1) to (22) and (24) to (27) of this section for any personal property left
6 on the premises.

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

9 “(24) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home
10 that is owned by someone other than the tenant, the provisions of this section regarding the rights
11 and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that owner,
12 with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside the
13 vehicle, dwelling or home.

14 “(25) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 and
15 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord
16 as an alternative to the procedures required in this section.

17 “(26)(a) A landlord may sell or dispose of a tenant’s abandoned personal property without com-
18 plying with subsections (1) to (25) and (27) of this section if, after termination of the tenancy or no
19 more than seven days prior to the termination of the tenancy, the following parties so agree in a
20 writing entered into in good faith:

21 “(A) The landlord;

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

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

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

30 “(27) Until personal property is conclusively presumed to be abandoned under subsection (9) of
31 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
32 erty.”.

33 On page 9, after line 19, insert:

34 “**SECTION 9a.** ORS 90.453 is amended to read:

35 “90.453. (1) As used in this section:

36 “(a) **‘Immediate family member’ means, with regard to a tenant who is a victim of do-**
37 **estic violence, sexual assault or stalking, any of the following who is not a perpetrator of**
38 **the domestic violence, sexual assault or stalking against the tenant:**

39 “(A) **An adult person related by blood, adoption, marriage or domestic partnership, as**
40 **defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;**

41 “(B) **A cohabitant in an intimate relationship;**

42 “(C) **An unmarried parent of a joint child; or**

43 “(D) **A child, grandchild, foster child, ward or guardian of the victim or of anyone listed**
44 **in subparagraph (A), (B) or (C) of this paragraph.**

45 “[*a*] (b) **‘Qualified third party’ means a person that has had individual contact with the tenant**

1 and is a law enforcement officer, attorney or licensed health professional or is a victim's advocate
2 at a victim services provider.

3 "[b] (c) 'Verification' means:

4 "(A) A copy of a valid order of protection issued by a court pursuant to ORS 30.866, 107.095
5 (1)(c), 107.716, 107.718 or 163.738 or any other federal, state, local or tribal court order that restrains
6 a person from contact with the tenant;

7 "(B) A copy of a federal agency or state, local or tribal police report regarding an act of do-
8 mestic violence, sexual assault or stalking against the tenant;

9 "(C) A copy of a conviction of any person for an act of domestic violence, sexual assault or
10 stalking against the tenant; or

11 "(D) A statement substantially in the form set forth in subsection (3) of this section.

12 "[c] (d) 'Victim services provider' means:

13 "(A) A nonprofit agency or program receiving moneys administered by the Department of Hu-
14 man Services or the Department of Justice that offers safety planning, counseling, support or advo-
15 cacy to victims of domestic violence, sexual assault or stalking; or

16 "(B) A prosecution-based victim assistance program or unit.

17 "(2)(a) If a tenant gives a landlord at least 14 days' written notice, and the notice so requests,
18 the landlord shall release the tenant **and any immediate family member of the tenant** from the
19 rental agreement.

20 "(b) The notice given by the tenant must specify the release date **and must list the names of**
21 **any immediate family members to be released in addition to the tenant.**

22 "(c) The notice must be accompanied by verification that the tenant:

23 "(A) Is protected by a valid order of protection; or

24 "(B) Has been the victim of domestic violence, sexual assault or stalking within the 90 days
25 preceding the date of the notice. For purposes of this subparagraph, any time the perpetrator was
26 incarcerated or residing more than 100 miles from the victim's home does not count as part of the
27 90-day period.

28 "(3) A verification statement must be signed by the tenant and the qualified third party and be
29 in substantially the following form:

30 "

31 _____
32 QUALIFIED THIRD PARTY
33 VERIFICATION
34

35 _____
36 Name of qualified third party

37 _____
38 Name of tenant

39 PART 1. STATEMENT BY TENANT

40
41
42
43 I, _____ (Name of tenant), do hereby state as follows:

44
45 (A) I or a minor member of my household have been a victim of domestic violence, sexual assault

1 or stalking, as those terms are defined in ORS 90.100.

2
3 (B) The most recent incident(s) that I rely on in support of this statement occurred on the fol-
4 lowing date(s): _____.

5
6 _____ The time since the most recent incident took place is less than 90 days; or

7
8 _____ The time since the most recent incident took place is less than 90 days if periods when the
9 perpetrator was incarcerated or was living more than 100 miles from my home are not counted. The
10 perpetrator was incarcerated from _____ to _____. The perpetrator
11 lived more than 100 miles from my home from _____ to _____.

12
13 (C) I hereby declare that the above statement is true to the best of my knowledge and belief,
14 and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

15
16 _____

17 (Signature of tenant)

18 Date: _____

19
20 PART 2. STATEMENT BY QUALIFIED THIRD PARTY

21
22 I, _____ (Name of qualified third party), do hereby verify as follows:

23
24 (A) I am a law enforcement officer, attorney or licensed health professional or a victim's advo-
25 cate with a victims services provider, as defined in ORS 90.453.

26
27 (B) My name, business address and business telephone are as follows:

28 _____
29 _____
30 _____

31
32 (C) The person who signed the statement above has informed me that the person or a minor
33 member of the person's household is a victim of domestic violence, sexual assault or stalking, based
34 on incidents that occurred on the dates listed above.

35
36 (D) I reasonably believe the statement of the person above that the person or a minor member
37 of the person's household is a victim of domestic violence, sexual assault or stalking, as those terms
38 are defined in ORS 90.100. I understand that the person who made the statement may use this doc-
39 ument as a basis for gaining a release from the rental agreement with the person's landlord.

40
41 I hereby declare that the above statement is true to the best of my knowledge and belief, and
42 that I understand it is made for use as evidence in court and is subject to penalty for perjury.

43
44 _____

45 (Signature of qualified third party)

1 making this statement)

2 Date: _____

3 “ _____

4

5 “(4) A tenant **and any immediate family member** who is released from a rental agreement
6 pursuant to subsection (2) of this section:

7 “(a) Is not liable for rent or damages to the dwelling unit incurred after the release date; and

8 “(b) Is not subject to any fee solely because of termination of the rental agreement.

9 “(5) Notwithstanding the release from a rental agreement of a tenant who is a victim of domestic
10 violence, sexual assault or stalking[, *any other tenant remains*] **and any tenant who is an imme-**
11 **diante family member of that tenant, other tenants remain** subject to the rental agreement.

12 “(6) A landlord may not disclose any information provided by a tenant under this section to a
13 third party unless the disclosure is:

14 “(a) Consented to in writing by the tenant;

15 “(b) Required for use in an eviction proceeding;

16 “(c) Made to a qualified third party; or

17 “(d) Required by law.

18 “(7) The provision of a verification statement under subsection (2) of this section does not waive
19 the confidential or privileged nature of a communication between the victim of domestic violence,
20 sexual assault or stalking and a qualified third party.

21 “**SECTION 9b.** ORS 90.456 is amended to read:

22 “90.456. Notwithstanding the release of a **tenant who is a** victim of domestic violence, sexual
23 assault or stalking, **and any immediate family members of that tenant**, from a rental agreement
24 under ORS 90.453 or the exclusion of a perpetrator of domestic violence, sexual assault or stalking
25 as provided in ORS 90.459 or 105.128, if there are any remaining tenants of the dwelling unit, the
26 tenancy shall continue for those tenants. Any fee, security deposit or prepaid rent paid by the vic-
27 tim, perpetrator or other tenants shall be applied, accounted for or refunded by the landlord fol-
28 lowing termination of the tenancy and delivery of possession by the remaining tenants as provided
29 in ORS 90.300 and 90.302.

30 “**SECTION 9c. ORS 105.117 is added to and made a part of ORS chapter 91.**”.

31 On page 20, line 9, after “90.220,” delete the rest of the line and line 10 and insert “90.230,
32 90.295, 90.297, 90.300, 90.316, 90.317, 90.367, 90.385, 90.417, 90.425, 90.427, 90.449, 90.453, 90.456,
33 90.472, 90.475, 90.555, 90.634 and 105.836 by sections 1 to 5, 7 to 9b and 10”.

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