

Senate Bill 555

Sponsored by Senator BOQUIST

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

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

Creates program for resolving disputes between landlords and tenants of manufactured dwellings and floating homes. Renames Office of Manufactured Dwelling Park Community Relations to Manufactured Communities Resource Center. Directs center to administer program. Authorizes center to impose civil penalty against landlord or tenant for not complying with final order of center.

Establishes Tenant and Landlord Dispute Resolution Fund. Continuously appropriates moneys in fund to center for purpose of administering program. Changes use of moneys in Mobile Home Parks Account.

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

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to tenancy; creating new provisions; amending ORS 90.543, 90.600, 90.610, 90.643, 90.645,
3 90.650, 90.655, 90.675, 90.730, 90.750, 90.765, 90.771, 92.840, 446.525, 446.533, 446.543 and 446.547;
4 appropriating money; and declaring an emergency.

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

6 **SECTION 1.** ORS 90.600 is amended to read:

7 90.600. *[(1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.840 apply,*
8 *the landlord may not increase the rent unless the landlord gives notice in writing to each affected ten-*
9 *ant at least 90 days prior to the effective date of the rent increase specifying the amount of the increase,*
10 *the amount of the new rent and the date on which the increase becomes effective.]*

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

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

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

17 **(1) As used in this section and section 3 of this 2013 Act:**

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

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

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

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

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

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

4 (B) On an anniversary date, the amount that a tenant agreed to pay the landlord to rent
 5 a space for a manufactured dwelling or floating home for the previous year.

6 (c) “Capital improvement” means installation, replacement or major repair of
 7 infrastructure.

8 (d) “Infrastructure” means any of the following located on a facility:

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

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

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

13 (e) “Net income” means the annual gross income of a facility minus the annual operating
 14 expenses of the facility.

15 (f)(A) “Operating expenses” includes:

16 (i) Real property taxes and assessments;

17 (ii) Fees and assessments required to be paid under section 12 of this 2013 Act;

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

19 (iv) Insurance premium payments;

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

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

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

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

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

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

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

33 (B) “Operating expenses” does not include:

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

36 (ii) Debt service payments;

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

38 (iv) Any expense reimbursed by a tenant;

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

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

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

45 (viii) A civil penalty payment made pursuant to sections 4 to 16 of this 2013 Act.

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

4 **(3) A landlord may increase the rent established in a month-to-month or fixed term**
 5 **tenancy only on the anniversary date.**

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

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

10 **(A) A positive net income; and**

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

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

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

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

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

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

21 **(E) Why the increase in rent is necessary.**

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

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

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

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

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

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

35 **(A) A final accounting of the cost of the capital improvement;**

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

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

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

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

43 **[(5)(a)] (8)(a) The tenants [who reside in a facility] may elect one committee of seven or fewer**
 44 **members in a facility-wide election to represent the tenants. One tenant of record for each rented**
 45 **space may vote in the election. Upon written request from the tenants' committee, the landlord or**

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

10 (b) The tenants' committee is entitled to informal dispute resolution in accordance with ORS
 11 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails
 12 to respond in good faith to the written summary as required by paragraph (a) of this subsection.

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

16 **SECTION 2.** Section 3 of this 2013 Act is added to and made a part of ORS 90.505 to 90.840.

17 **SECTION 3.** (1) Notwithstanding ORS 90.600, during a civil action brought under this
 18 chapter or during a dispute resolution proceeding, settlement agreement proceeding or con-
 19 tested case hearing held pursuant to sections 4 to 16 of this 2013 Act, when a tenant files a
 20 complaint alleging that a landlord increased the rent established in a month-to-month or
 21 fixed term tenancy more than the amount that is necessary for the owner of the facility to
 22 receive a positive net income and an increase in base rent as described in ORS 90.600 (4), a
 23 court and the Manufactured Communities Resource Center may consider, and the landlord
 24 and the complainant may submit, evidence of an increase or decrease in the value of the
 25 manufactured dwelling or floating home occupied by the complainant.

26 (2) After considering evidence submitted pursuant to subsection (1) of this section, if a
 27 court or the center finds substantial evidence that the manufactured dwelling or floating
 28 home occupied by the complainant has increased or decreased in value, the court may in-
 29 clude in its final judgment, and the center may include in its final order under section 11 of
 30 this 2013 Act, instructions to increase or decrease the rent paid by the complainant by an
 31 amount that is proportional to the increase or decrease in value.

32
 33 **ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

34
 35 **SECTION 4.** As used in sections 4 to 16 of this 2013 Act:

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

37 (2) "Floating home facility" means a facility:

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

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

41 (3) "Landlord" means a person that:

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

43 (b) Rents a space for a manufactured dwelling or floating home, as that phrase is defined
 44 by ORS 90.505, to a tenant.

45 (4) "Manufactured dwelling" means a residential trailer, mobile home or manufactured

1 home as those terms are defined in ORS 446.003.

2 (5) “Manufactured dwelling facility” means a facility:

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

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

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

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

12 (2) The Director of the Housing and Community Services Department and authorized
13 agents of the director may administer oaths, take depositions and issue subpoenas to compel
14 the attendance of witnesses and the production of documents or other written information
15 necessary to carry out the provisions of sections 4 to 16 of this 2013 Act. If any person fails
16 to comply with a subpoena issued under this section or refuses to testify on matters on
17 which the person lawfully may be interrogated, the director or the authorized agent of the
18 director may follow the procedure set out in ORS 183.440 to compel obedience.

19 (3) In accordance with any applicable provision of ORS chapter 183, the director may
20 adopt rules for the administration of sections 4 to 16 of this 2013 Act.

21 (4) A person delegated any powers or duties pursuant to sections 4 to 16 of this 2013 Act
22 may not represent a tenant or a landlord in a civil action brought under ORS chapter 90.

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

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

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

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

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

38 **SECTION 7.** If the Director of the Housing and Community Services Department or an
39 authorized agent of the director has reason to believe that a tenant or a landlord has com-
40 mitted a violation of a provision of ORS chapter 90, the director or the authorized agent of
41 the director may file a complaint in the same manner as a tenant or a landlord may file a
42 complaint under section 6 of this 2013 Act.

43 **SECTION 8.** The authority of the Manufactured Communities Resource Center to con-
44 duct investigations or other proceedings to resolve a complaint filed under section 6 or 7 of
45 this 2013 Act ceases on the earliest of the following dates:

1 (1) The date that is one year after the complaint is filed or, if the center has issued a
2 finding of substantial evidence under section 9 of this 2013 Act during the one-year period,
3 the date that is one year after the finding is issued.

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

6 (3) The date on which the center dismisses the proceedings, resolves the complaint
7 through alternative dispute resolution or issues a final order under section 11 of this 2013
8 Act.

9 **SECTION 9.** (1) The Manufactured Communities Resource Center shall commence an in-
10 vestigation of a complaint filed under section 6 or 7 of this 2013 Act no later than 30 days
11 after the filing of the complaint.

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

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

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

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

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

27 (d) A statement that substantial evidence supports the allegations contained in the
28 complaint.

29 **SECTION 10.** (1) After issuing a finding of substantial evidence under section 9 of this
30 2013 Act, the Manufactured Communities Resource Center:

31 (a) Shall determine whether alternative means of dispute resolution will effectively re-
32 solve a complaint filed under section 6 of this 2013 Act. If the center determines that alter-
33 native means of dispute resolution may effectively resolve the complaint, the center shall
34 initiate negotiations between the complainant and the respondent or respondents. In resolv-
35 ing a dispute, the center shall follow policies and procedures developed in accordance with
36 ORS 183.502. If the center determines that alternative means of dispute resolution cannot
37 effectively resolve the complaint, or if the center fails to successfully resolve the complaint,
38 the center shall, subject to the procedures for a contested case hearing under ORS chapter
39 183, determine whether a violation of a provision of ORS chapter 90 occurred.

40 (b) May enter into a settlement agreement with the tenant or landlord that is the subject
41 of a complaint filed under section 7 of this 2013 Act. If the center does not settle the com-
42 plaint, the center shall, subject to the procedures for a contested case hearing under ORS
43 chapter 183, determine whether a violation of a provision of ORS chapter 90 occurred.

44 (2) The terms of any alternative dispute resolution agreement or settlement agreement
45 entered into pursuant to this section must be contained in a written agreement signed by

1 the complainant, each respondent, the Director of the Housing and Community Services
 2 Department or an authorized agent of the director and, for an alternative dispute resolution
 3 agreement, the arbitrator or mediator if any. The agreement may include any or all of the
 4 terms and conditions set forth in a final order issued under section 11 of this 2013 Act.

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

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

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

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

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

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

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

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

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

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

31 (7) The center shall deposit all civil penalties collected under this section in the Tenant
 32 and Landlord Dispute Resolution Fund established in section 16 of this 2013 Act.

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

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

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

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

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

42 (3) The department annually shall send by registered or certified mail to the landlord of
 43 each manufactured dwelling facility or floating home facility located in this state notice of
 44 the requirement to register and a registration packet. The department must send one reg-
 45 istration packet to the landlord for each facility owned or managed by the landlord. The de-

1 partment must mail the notice and the packet no later than 60 days before the date on which
 2 the landlord must be registered. A registration packet must include:

- 3 (a) An application form;
- 4 (b) Information relating to registration fees, assessment fees and due dates; and
- 5 (c) An explanation of collection procedures for registration fees and assessment fees.

6 (4) For each manufactured dwelling facility or floating home facility owned or managed
 7 by a landlord, the landlord shall pay the department:

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

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

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

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

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

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

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

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

33 (8) The department shall deposit all moneys collected under this section in the Tenant
 34 and Landlord Dispute Resolution Fund established in section 16 of this 2013 Act.

35 **SECTION 13.** To facilitate the registration of manufactured dwelling facilities and float-
 36 ing home facilities under section 12 of this 2013 Act, the Housing and Community Services
 37 Department may require the landlord of a manufactured dwelling facility or floating home
 38 facility to submit additional information for the purpose of administering the program, in-
 39 cluding:

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

44 **SECTION 14.** The Manufactured Communities Resource Center shall:

- 45 (1) Create an informational notice that:

1 (a) Summarizes the rights and responsibilities of landlords and tenants under sections 4
2 to 16 of this 2013 Act and ORS chapter 90;

3 (b) Describes how to file a complaint under section 6 of this 2013 Act; and

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

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

8 (3) Establish a toll-free number that a tenant or landlord can call to obtain information
9 about sections 4 to 16 of this 2013 Act and ORS chapter 90.

10 (4) Establish and operate a website that provides information about sections 4 to 16 of
11 this 2013 Act and ORS chapter 90, including:

12 (a) A summary of the rights and responsibilities of landlords and tenants under sections
13 4 to 16 of this 2013 Act and ORS chapter 90; and

14 (b) A description of how to file a complaint under section 6 of this 2013 Act.

15 (5) Create and maintain a database of complaints filed under sections 6 and 7 of this 2013
16 Act. The database must include the number of complaints filed against each manufactured
17 dwelling facility or floating home facility, the nature of each complaint and the outcome as-
18 sociated with each complaint. The center may not disclose under this subsection the details
19 of any agreement described in section 10 (2) of this 2013 Act except as allowed in ORS 90.771.

20 (6) Submit a report of the data collected under subsection (5) of this section to an ap-
21 propriate interim committee of the Legislative Assembly on or before December 31 of each
22 year. The report may include recommendations for improving the program described in
23 sections 4 to 16 of this 2013 Act.

24 **SECTION 15.** (1) A landlord that receives an informational notice from the Manufactured
25 Communities Resource Center under section 14 of this 2013 Act shall post the notice in each
26 manufactured dwelling facility or floating home facility owned or managed by the landlord.
27 The landlord shall post the notice in a conspicuous place reasonably calculated to inform
28 tenants of the contents of the notice.

29 (2) If a landlord has not posted the notice as described in subsection (1) of this section,
30 the center may assess a civil penalty of up to \$1,000 against the landlord of the manufactured
31 dwelling facility or floating home facility. The center shall deposit all civil penalties collected
32 under this subsection in the Tenant and Landlord Dispute Resolution Fund established in
33 section 16 of this 2013 Act.

34 **SECTION 16.** The Tenant and Landlord Dispute Resolution Fund is established in the
35 State Treasury, separate and distinct from the General Fund. Interest earned by the Tenant
36 and Landlord Dispute Resolution Fund shall be credited to the fund. Moneys in the fund are
37 continuously appropriated to the Manufactured Communities Resource Center for the pur-
38 pose of administering sections 4 to 16 of this 2013 Act.

39
40 **CONFORMING AMENDMENTS AND MISCELLANEOUS PROVISIONS**

41
42 **SECTION 17.** ORS 90.528 and 90.671 are added to and made a part of ORS 90.505 to 90.840.

43 **SECTION 18.** ORS 90.610 is amended to read:

44 90.610. (1) As used in this section, "eligible space" means each space in the facility as long as:

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

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

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

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

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

(a) Shall provide for an informal dispute resolution process for disputes between landlords and tenants or tenants and tenants; and

(b) May require a tenant to file a complaint with the Manufactured Communities Resource Center under section 6 of this 2013 Act for disputes between landlords and tenants.

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

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

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

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

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

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

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

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

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

NOTICE OF PROPOSED RULE
OR REGULATION CHANGE

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

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

The number of eligible spaces as of the date of this notice is: _____. Those eligible spaces are (space or street identification): _____.

The last day for a tenant of an eligible space to deliver a written objection to the landlord is

1 _____ (landlord fill in date).

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

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

6 _____
 7
 8 (8) A good faith mistake by the landlord in completing those portions of the notice relating to
 9 the number of eligible spaces that have tenants entitled to vote or relating to space or street iden-
 10 tification numbers does not invalidate the notice or the proposed rule or regulation change.

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

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

22 [(a) Facility closure;]

23 [(b) Facility sale; or]

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

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

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

29 90.645. (1) If a manufactured dwelling park, or a portion of the park that includes the space for
 30 a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than
 31 as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain
 32 or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed
 33 term rental agreement for a manufactured dwelling park space:

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

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

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

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

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

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

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

- 1 (b) Is not required to make a payment under subsection (1)(b) of this section to a tenant who:
- 2 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not
- 3 move the dwelling; or
- 4 (B) Sells the manufactured dwelling to a person who buys the space or lot.
- 5 (3) A notice given under subsection (1) or (2) of this section shall, at a minimum:
- 6 (a) State that the landlord is closing the park, or a portion of the park, and converting the land
- 7 or leasehold to a different use;
- 8 (b) Designate the date of closure; and
- 9 (c) Include the tax notice described in ORS 90.650.
- 10 (4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant
- 11 the full amount required under subsection (1)(b) of this section regardless of whether the tenant
- 12 relocates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the
- 13 payment amount to the tenant within seven days after receiving from the tenant the notice described
- 14 in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven
- 15 days after the tenant ceases to occupy the space.
- 16 (5) Notwithstanding subsection (1) of this section:
- 17 (a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of
- 18 this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days'
- 19 written notice of the date within the 365-day period on which the tenant will cease tenancy, whether
- 20 by relocation or abandonment of the manufactured dwelling.
- 21 (b) If the manufactured dwelling is abandoned:
- 22 (A) The landlord may condition the payment required by subsection (1) of this section upon the
- 23 tenant waiving any right to receive payment under ORS 90.425 or 90.675.
- 24 (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufac-
- 25 tured dwelling.
- 26 (6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of
- 27 the manufactured dwelling park prior to the end of the 365-day notice period.
- 28 (b) A landlord may charge a tenant for rent for any period during which the tenant occupies the
- 29 space and may deduct from the payment amount required by subsection (1) of this section any un-
- 30 paid moneys owed by the tenant to the landlord.
- 31 (7) A landlord may not increase the rent for a manufactured dwelling park space after giving a
- 32 notice of termination under this section to the tenant of the space.
- 33 (8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent
- 34 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying
- 35 with ORS 105.105 to 105.168.
- 36 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
- 37 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
- 38 later than 15 days after the landlord receives notice of the exercise of eminent domain or of the
- 39 agency order. The notice to the tenants shall be in writing, designate the date of closure, state the
- 40 reason for the closure, describe any government relocation benefits known by the landlord to be
- 41 available to the tenants and comply with any additional content requirements under ORS 90.650.
- 42 (10) The [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured Commu-**
- 43 **unities Resource Center** shall adopt rules establishing a sample form for the notice described in
- 44 subsection (3) of this section.
- 45 **SECTION 20.** ORS 90.650 is amended to read:

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

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

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

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

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

18 90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is
 19 closed, resulting in the termination of the rental agreement between the landlord of the park and
 20 a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent
 21 domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord
 22 shall provide notice to the tenant that the closure may allow the taxpayer to appeal the property
 23 tax assessment on the manufactured dwelling.

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

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

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

29 90.655. (1) A landlord that gives a notice of termination under ORS 90.645 shall, at the same
 30 time, send one copy of the notice to the [*Office of Manufactured Dwelling Park Community*
 31 *Relations*] **Manufactured Communities Resource Center** by first class mail. The landlord shall,
 32 at the same time, send a copy of the notice, both by first class mail and by certified mail with return
 33 receipt requested, for each affected manufactured dwelling, to any person:

34 (a) That is not a tenant; and

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

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

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

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

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

43 **SECTION 23.** ORS 90.675 is amended to read:

44 90.675. (1) As used in this section:

45 (a) "Current market value" means the amount in cash, as determined by the county assessor,

1 that could reasonably be expected to be paid for personal property by an informed buyer to an in-
 2 formed seller, each acting without compulsion in an arm's-length transaction occurring on the as-
 3 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

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

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

10 (d) "Of record" means:

11 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-
 12 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-
 13 tificate of title issued by the Department of Transportation prior to May 1, 2005.

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

17 (e) "Personal property" means only a manufactured dwelling or floating home located in a fa-
 18 cility and subject to ORS 90.505 to 90.840. "Personal property" does not include goods left inside a
 19 manufactured dwelling or floating home or left upon a rented space and subject to disposition under
 20 ORS 90.425.

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

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

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

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

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

35 (a) Personally delivered to the tenant; or

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

37 (A) The premises;

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

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

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

43 (A) Any lienholder of the personal property;

44 (B) The tax collector of the county where the personal property is located; and

45 (C) The assessor of the county where the personal property 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 must contact the landlord by a specified date, as provided in
15 subsection (6) of this section, to arrange for the removal of the abandoned personal property;

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

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

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

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

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

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

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

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

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

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

42 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
43 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

44 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of
45 this section or otherwise, responds by actual notice to the landlord on or before the specified date

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

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

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

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

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

23 (B) The landlord shall:

24 (i) Place a notice in a newspaper of general circulation in the county in which the personal
 25 property is located. The notice shall state:

26 (I) That the personal property is abandoned;

27 (II) The tenant's name;

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

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

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

34 (VI) The name and telephone number of the person to contact to inspect the personal property;

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

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

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

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

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

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

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

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

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

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

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

18 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

41 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
42 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this
43 section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
44 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
45 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of

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

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

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

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

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

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

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

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

43 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the
44 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written
45 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-

1 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-
2 nates as provided and the landlord may sell or dispose of the property without further notice to the
3 lienholder.

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

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

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

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

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

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

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

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

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

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

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

44 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
45 resentative or person has the right to remove or sell the property, including a sale to a purchaser

1 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property
2 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also
3 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-
4 ment of all unpaid storage charges and maintenance costs.

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

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

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

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

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

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

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

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

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

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

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

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

43 (A) The landlord;

44 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
45 tenant, the personal representative, designated person or other person entitled to possession of the

1 personal property, such as an heir or devisee, as described in subsection (20) of this section; and

2 (C) Any lienholder.

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

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

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

10 90.730. (1) As used in this section, "facility common areas" means all areas under control of the
11 landlord and held out for the general use of tenants.

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

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

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

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

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

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

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

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

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

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

42 (b) **The landlord:**

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

45 (B) **Fails to remove a diseased tree or shrub within 30 days after a tenant who is renting**

1 **the space in which the tree or shrub is located makes a written request for the removal; or**
 2 **(C) Removes a healthy tree or shrub planted by the tenant who is renting the space in**
 3 **which the tree or shrub is located unless the landlord consults with the tenant about the**
 4 **removal and the tree or shrub is damaging a utility line, a manufactured dwelling or a**
 5 **floating home.**

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

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

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

12 (b) Safety from the hazards of fire;

13 (c) Trees, shrubbery and grass maintained in a safe manner; and

14 (d) If supplied or required to be supplied by the landlord to a common area, a water supply
 15 system, sewage disposal system or system for disposing of storm water, ground water and subsurface
 16 water approved under applicable law at the time of installation and maintained in good working
 17 order to the extent that the system can be controlled by the landlord.

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

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

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

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

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

27 90.750. (1) [No] A provision contained in any bylaw, rental agreement, regulation or rule per-
 28 taining to a facility [shall] **may not**:

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

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

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

1 [(4) This section is not intended to require a landlord to permit any person to solicit money, except
 2 that a tenants' association member, whether or not a tenant of the facility, may personally collect de-
 3 linquent dues owed by an existing member of a tenants' association.]

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

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

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

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

15 (a) The tenant has **complained or** expressed an intention to complain to agencies listed in ORS
 16 90.385;

17 **(b) The tenant has expressed an intention to file or has filed a complaint with the Man-
 18 ufactured Communities Resource Center under section 6 of this 2013 Act;**

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

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

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

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

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

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

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

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

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

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

42 (3) The department may disclose:

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

44 (b) Information described in subsection (2) of this section if the landlord, tenant, complainant
 45 or other person who provided the information being disclosed, or the legal representative thereof,

1 consents orally or in writing to the disclosure and specifies to whom the disclosure may be made.
 2 Only the landlord, tenant, complainant or other person who provided the information to the de-
 3 partment may authorize or deny the disclosure of the information.

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

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

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

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

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

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

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

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

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

45 446.543. (1) [*An Office of Manufactured Dwelling Park Community Relations*] **The Manufactured**

1 **Communities Resource Center** is established in the Housing and Community Services Department.

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

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

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

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

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

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

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

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

20 446.547. Each *[mobile home and]* manufactured dwelling park **and marina** shall establish an in-
21 formal dispute resolution procedure that *[insures]* **ensures** each issue with merit shall be given a
22 fair hearing within 30 days of receipt of a formal complaint **from a tenant or, pursuant to ORS**
23 **90.600, a tenants' committee.**

24 **SECTION 32.** ORS 90.543 is amended to read:

25 90.543. (1) Except as provided in subsections (2) and (3) of this section, a landlord that assesses
26 the tenants of a manufactured dwelling park containing 200 or more spaces in the facility a utility
27 or service charge for water by the pro rata billing method described in ORS 90.532 (1)(b)(C)(ii) shall
28 convert the method of assessing the utility or service charge to a billing method described in ORS
29 90.532 (1)(a) or (1)(c). The landlord shall complete the conversion no later than December 31, 2012.
30 A conversion under this section to a billing method described in ORS 90.532 (1)(c) is subject to ORS
31 90.537.

32 (2) A landlord that provides water to a manufactured dwelling park solely from a well or from
33 a source other than those listed in ORS 90.532 (8) is not required to comply with subsection (1) of
34 this section.

35 (3) A landlord that meets the following requirements designed to promote conservation is not
36 required to comply with subsection (1) of this section:

37 (a) The landlord must:

38 (A) Bill for water provided to a space using the pro rata billing method described in ORS 90.532
39 (1)(b)(C)(ii) by apportioning the utility provider's charge to tenants on a pro rata basis, with only the
40 following factors being considered in the apportionment, notwithstanding ORS 90.534 (2)(c):

41 (i) The number of tenants or occupants in the manufactured dwelling compared with the number
42 of tenants or occupants in the manufactured dwelling park; and

43 (ii) The size of a tenant's space as a percentage of the total area of the manufactured dwelling
44 park.

45 (B) Base two-thirds of the charge to the tenants on the factor described in subparagraph (A)(i)

1 of this paragraph and one-third of the charge on the factor described in subparagraph (A)(ii) of this
2 paragraph.

3 (C) Determine the number of tenants or occupants in each dwelling unit and in the manufac-
4 tured dwelling park at least annually.

5 (b) The landlord must demonstrate significant other conservation measures, including:

6 (A) Testing for leaks in common areas of the manufactured dwelling park at least annually, re-
7 pairing significant leaks within a reasonable time and making test results available to tenants;

8 (B) Testing each occupied manufactured dwelling and space for leaks without charge to a tenant
9 occupying the dwelling at least annually and making test results available to the tenant;

10 (C) Posting annually in any manufactured dwelling park office and in any common area evidence
11 demonstrating that per capita consumption of water in the manufactured dwelling park is below the
12 area average for single-family dwellings, as shown by data from the local provider of water; and

13 (D) Taking one or more other reasonable measures to promote conservation of water and to
14 control costs, including educating tenants about water conservation, prohibiting the washing of
15 motor vehicles in the manufactured dwelling park and requiring drip irrigation systems or schedules
16 for watering landscaping.

17 (c) The landlord must amend the rental agreement of each tenant to describe the provisions of
18 this subsection and subsection (4) of this section and to describe the use of the pro rata billing
19 method with additional conservation measures. The landlord may make the amendment to the rental
20 agreement unilaterally and must provide written notice of the amendment to the tenant at least 60
21 days before the amendment is effective.

22 (4) If a landlord subject to this section adopts conservation measures described in subsection (3)
23 of this section to avoid having to comply with subsection (1) of this section:

24 (a) Notwithstanding ORS 90.539 or 90.725 (1), a tenant must allow a landlord access to the
25 tenant's space and to the tenant's manufactured dwelling so the landlord can test for water leaks
26 as provided by subsection (3)(b)(B) of this section.

27 (b) The landlord must give notice consistent with ORS 90.725 (1)(e) before entering the tenant's
28 space or dwelling to test for water leaks.

29 (c) A tenant may be required by the landlord to repair a significant leak in the dwelling found
30 by the landlord's test. The tenant must make the necessary repairs within a reasonable time after
31 written notice from the landlord regarding the leak, given the extent of repair needed and the sea-
32 son. The tenant's responsibility for repairs is limited to leaks within the tenant's dwelling and from
33 the connection at the ground under the dwelling into the dwelling. If the tenant fails to make the
34 repair as required, the landlord may terminate the tenancy pursuant to ORS 90.630.

35 (d) Notwithstanding ORS 90.730 [(3)(c)] **(3)(a)(C)**, a landlord is responsible for maintaining the
36 water lines within a tenant's space up to the connection with the dwelling, including repairing sig-
37 nificant leaks found in a test.

38 (e) A landlord may use the pro rata billing method described in ORS 90.532 (1)(b)(C)(ii) with the
39 allocation factors described in ORS 90.534 (2)(c) for common areas.

40 (f) Notwithstanding ORS 90.534 (4), a landlord may include in the utility or service charge the
41 cost to read water meters and to bill tenants for water if those tasks are performed by a third party
42 service and the landlord allows the tenants to inspect the third party's billing records as provided
43 by ORS 90.538.

44 (5) A tenant may file an action for injunctive relief to compel compliance by a landlord with the
45 requirements of subsections (1), (3) and (4) of this section and for actual damages plus at least two

1 months' rent as a penalty for noncompliance by the landlord with subsections (1), (3) and (4) of this
 2 section. A landlord is not liable for damages for a failure to comply with the requirements of sub-
 3 sections (1), (3) and (4) of this section if the noncompliance is only a good faith mistake by the
 4 landlord in counting the number of tenants and occupants in each dwelling unit or the manufactured
 5 dwelling park pursuant to subsection (3)(a) of this section.

6 **SECTION 33.** ORS 90.643 is amended to read:

7 90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision
 8 of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is
 9 converted pursuant to ORS 92.830 to 92.845:

10 (a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of
 11 any tenancy on any space in the park or any lot in the planned community subdivision of manufac-
 12 tured dwellings.

13 (b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling
 14 park ceases to exist, notwithstanding the possibility that four or more lots in the planned community
 15 subdivision may be available for rent.

16 (2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes
 17 the park as a result of the conversion, ORS 90.645 applies to the closure.

18 (3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not
 19 close the park as a result of the conversion:

20 (a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may
 21 terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice
 22 required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2),
 23 the landlord shall pay the tenant as provided in ORS 90.645 (1)(b).

24 (b) If the landlord and the tenant continue the tenancy on the lot created in the planned com-
 25 munity subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following pro-
 26 visions apply and, in the case of a conflict, control:

27 (A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the
 28 use and occupancy of the subdivision lot until the declarant turns over administrative control of the
 29 planned community subdivision of manufactured dwellings to a homeowners association pursuant to
 30 ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws,
 31 rules and regulations of the homeowners association at least 60 days before the turnover meeting
 32 described in ORS 94.609.

33 (B) ORS 90.530 applies regarding pets.

34 (C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

35 (D) ORS 90.600 (1) to (4) applies to an increase in rent.

36 (E) ORS 90.620 applies to a termination by a tenant.

37 (F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in
 38 the planned community subdivision occupied by a tenant to someone other than the tenant is a good
 39 cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the
 40 landlord must give written notice of termination that states the cause of termination at least 180
 41 days before termination.

42 (G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition
 43 of the manufactured dwelling.

44 (H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

45 (I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned

1 community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the
2 dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot
3 also.

4 (J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680
5 or 90.765.

6 (K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

7 (L) ORS 90.730 (2), (3) and (6) apply to the duty of a landlord to maintain a rented lot in a
8 habitable condition.

9 (M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

10 (N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political
11 signs.

12 (O) ORS 90.765 applies to retaliatory conduct by a landlord.

13 (P) ORS 90.771 applies to the confidentiality of information provided to the [*Office of Manufac-*
14 *tured Dwelling Park Community Relations*] **Manufactured Communities Resource Center** of the
15 Housing and Community Services Department about disputes.

16 **SECTION 34.** ORS 92.840 is amended to read:

17 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative
18 plan, the declarant may negotiate to sell a lot for which approval is required under ORS 92.830 to
19 92.845.

20 (2) Prior to the sale of a lot, the declarant shall offer to sell the lot to the tenant who occupies
21 the lot. The offer required under this subsection:

22 (a) Terminates 60 days after receipt of the offer by the tenant or upon written rejection of the
23 offer, whichever occurs first; and

24 (b) Does not constitute a notice of termination of the tenancy.

25 (3) For 60 days after termination of the offer required under subsection (2) of this section, the
26 declarant may not sell the lot to a person other than the tenant at a price or on terms that are more
27 favorable to the purchaser than the price or terms that were offered to the tenant.

28 (4) After the manufactured dwelling park or mobile home park has been submitted for subdivi-
29 sion under ORS 92.830 to 92.845 and until a lot is offered for sale in accordance with subsection (2)
30 of this section, the declarant shall notify a prospective tenant, in writing, prior to the commence-
31 ment of the tenancy, that the park has been submitted for subdivision and that the tenant is entitled
32 to receive an offer to purchase the lot under subsection (2) of this section.

33 (5) Prior to the sale of a lot in a subdivision created by conversion of the park, the declarant
34 must provide the tenant or other potential purchaser of the lot with information about the home-
35 owners association formed by the declarant as required by ORS 94.625. The information must, at a
36 minimum, include the association name and type and any rights set forth in the declaration required
37 by ORS 94.580.

38 (6) The declarant may not begin improvements or rehabilitation to the lot during the period
39 described in the landlord's notice of termination under ORS 90.645 without the permission of the
40 tenant.

41 (7) The declarant may begin improvements or rehabilitation to the common property as defined
42 in the declaration during the period described in the landlord's notice of termination under ORS
43 90.645.

44 (8) If the tenant does not buy the lot occupied by the tenant's manufactured dwelling or mobile
45 home, the declarant and the tenant may continue the tenancy on the lot after approval of the ten-

1 tative plan. The rights and responsibilities of tenants who continue their tenancy on the lot in the
 2 planned community subdivision of manufactured dwellings are set out in ORS 90.643.

3 (9) After approval of the tentative plan and the period provided by subsection (2)(a) of this sec-
 4 tion, the declarant shall promptly:

5 (a) Notify the [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured**
 6 **Communities Resource Center** of the Housing and Community Services Department of the ap-
 7 proval.

8 (b) Provide the [*office*] **center** with a street address for each lot in the planned community sub-
 9 division of manufactured dwellings that remains available for rental use.

10 (10) Nothing in this section prevents the declarant from terminating a tenancy in the park in
 11 compliance with ORS 90.630, 90.632 and 90.645. However, the declarant shall make the offer required
 12 under subsection (2) of this section to a tenant whose tenancy is terminated after approval of the
 13 tentative plan unless the termination is for cause under ORS 90.392, 90.394, 90.396, 90.630 (1) or (8)
 14 or 90.632.

15 **SECTION 35. The unit captions used in this 2013 Act are provided only for the conven-**
 16 **ience of the reader and do not become part of the statutory law of this state or express any**
 17 **legislative intent in the enactment of this 2013 Act.**

18 **SECTION 36. (1) Sections 2 to 17 of this 2013 Act and the amendments to statutes by**
 19 **sections 1 and 18 to 34 of this 2013 Act are intended to change the name of the “Office of**
 20 **Manufactured Dwelling Park Community Relations” to the “Manufactured Communities Re-**
 21 **source Center.”**

22 **(2) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel**
 23 **may substitute for words designating the “Office of Manufactured Dwelling Park Community**
 24 **Relations,” wherever they occur in statutory law, other words designating the “Manufac-**
 25 **tured Communities Resource Center.”**

26 **SECTION 37. This 2013 Act being necessary for the immediate preservation of the public**
 27 **peace, health and safety, an emergency is declared to exist, and this 2013 Act takes effect**
 28 **on its passage.**

29 _____