

HB 4038A-A8
Hand Engross
By: Erin Seiler

A-Engrossed House Bill 4038

Ordered by the House February 10
Including House Amendments dated February 10

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of House Interim Committee on Human Services and Housing)

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.

Modifies provisions that establish process for tenants of manufactured dwelling park to purchase park.

Takes effect on 91st day following adjournment sine die.

1 **A BILL FOR AN ACT**
2 Relating to tenant purchase of residential facility; creating new provisions; amending ORS 90.100,
3 90.760, 90.800, 90.810, 90.815, 90.820, 90.830, 205.246, 456.579 and 456.581 and sections 6 and 9,
4 chapter 826, Oregon Laws 2005;

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

6 ~~**SECTION 1. (1) An owner of a manufactured dwelling park shall give written notice of,**~~
7 **the owner's interest in selling the park before the owner markets the park for sale or when**
8 **the owner receives an offer to purchase that the owner intends to consider, whichever oc-**
9 **urs first.**

10 **(2) The owner shall give the notice required by subsection (1) of this section to:**

11 **(a) All tenants of the park; or**

12 **(b) A tenant committee, if there is an existing committee of tenants formed for purposes**
13 **including the purchase of the park and with which the owner has met in the 12-month period**
14 **immediately before delivery of the notice.**

15 **(3) The owner shall also give the notice required by subsection (1) of this section to the**
16 **Office of Manufactured Dwelling Park Community Relations of the Housing and Community**
17 **Services Department.**

18 **(4) The notice must include the following:**

19 **(a) The owner is considering selling the park.**

20 **(b) The tenants have an opportunity to compete to purchase the park.**

21 **(c) In order to compete to purchase the park, within 10 days after delivery of the notice,**
22 **the tenants must notify the owner in writing of:**

23 **(A) The tenants' interest in competing to purchase the park; and**

24 **(B) The name and contact information of a representative of the tenants with whom the**
25 **owner may communicate about the purchase.**

26 **(d) The tenants may request financial information described in section 2 (2) of this 2014**

27 ~~**Act from the owner within the 10-day period.**~~

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.

“SECTION 1. (1) An owner of a manufactured dwelling park shall give written notice of the owner’s interest in selling the park before the owner markets the park for sale or when the owner receives an offer to purchase that the owner intends to consider, whichever occurs first.

“(2) The owner shall give the notice required by subsection (1) of this section to:

“(a) All tenants of the park; or

“(b) A tenants committee, if there is an existing committee of tenants formed for purposes including the purchase of the park and with which the owner has met in the 12-month period immediately before delivery of the notice.

“(3) The owner shall also give the notice required by subsection (1) of this section to the Office of Manufactured Dwelling Park Community Relations of the Housing and Community Services Department.

“(4) The notice must include the following:

“(a) The owner is considering selling the park.

1 “(b) The tenants, through a tenants committee, have an opportu-
2 nity to compete to purchase the park.

3 “(c) In order to compete to purchase the park, within 10 days after
4 delivery of the notice, the tenants must form or identify a single ten-
5 ants committee for the purpose of purchasing the park and notify the
6 owner in writing of:

7 “(A) The tenants’ interest in competing to purchase the park; and

8 “(B) The name and contact information of the representative of the
9 tenants committee with whom the owner may communicate about the
10 purchase.

11 “(d) The representative of the tenants committee may request fi-
12 nancial information described in section 2 (2) of this 2014 Act from the
13 owner within the 10-day period.

14 “(e) Information about purchasing a manufactured dwelling park
15 is available from the Office of Manufactured Dwelling Park Commu-
16 nity Relations of the Housing and Community Services Department.

17 “SECTION 2. (1) Within 10 days after delivery of the notice de-
18 scribed in section 1 of this 2014 Act, if the tenants choose to compete
19 to purchase the manufactured dwelling park in which the tenants re-
20 side, the tenants must notify the owner in writing of:

21 “(a) The tenants’ interest in competing to purchase the park;

22 “(b) The formation or identification of a single tenants committee
23 formed for the purpose of purchasing the park; and

24 “(c) The name and contact information of the representative of the
25 tenants committee with whom the owner may communicate about the
26 purchase.

27 “(2) During the 10-day period, in order to perform a due diligence
28 evaluation of the opportunity to compete to purchase the park, the
29 representative of the tenants committee may make a written request
30 for the kind of financial information that a seller of a park would

1 formation:

2 “(A) Sign a confidentiality agreement before receiving the infor-
3 mation;

4 “(B) Refrain from copying any of the information; and

5 “(C) Return the information to the owner when the negotiations to
6 purchase the park are completed or terminated.

7 “(5) Within 15 days after delivery of the financial information de-
8 scribed in subsection (3) of this section, if the tenants choose to con-
9 tinue competing to purchase the park, the tenants committee must:

10 “(a) Form a corporate entity under ORS chapter 60, 62 or 65 that is
11 legally capable of purchasing real property or associate with a
12 nonprofit corporation or housing authority that is legally capable of
13 purchasing real property or that is advising the tenants about pur-
14 chasing the park in which the tenants reside.

15 “(b) Submit to the owner a written offer to purchase the park, in
16 the form of a proposed purchase and sale agreement, and either a copy
17 of the articles of incorporation of the corporate entity or other evi-
18 dence of the legal capacity of the formed or associated corporate entity
19 to purchase real property.

20 “(6)(a) The owner may accept the offer to purchase in the tenants
21 committee’s purchase and sale agreement, reject the offer or submit
22 a counteroffer.

23 “(b) If the parties reach agreement on the purchase, the purchase
24 and sale agreement must specify the price, due diligence duties,
25 schedules, timelines, conditions and any extensions.

26 “(c) If the tenants do not act as required within the time periods
27 described in this section and section 1 of this 2014 Act, if the tenants
28 violate the confidentiality agreement described in this section or if the
29 parties do not reach agreement on a purchase, the owner is not obli-
30 gated to take additional action under sections 1 to 5 of this 2014
31 Act.”.

1 ~~purchasing real property or associate with a nonprofit corporation or housing authority that~~
2 ~~is legally capable of purchasing real property or that is advising the tenants about purchas-~~
3 ~~ing the park in which the tenants reside.~~

4 (b) ~~Submit to the owner a written offer to purchase the park, in the form of a proposed~~
5 ~~purchase and sale agreement, and either a copy of the articles of incorporation of the cor-~~
6 ~~porate entity or other evidence of the legal capacity of the formed or associated corporate~~
7 ~~entity to purchase real property.~~

8 (6)(a) ~~The owner may accept the offer to purchase in the tenants' purchase and sale~~
9 ~~agreement, reject the offer or submit a counteroffer.~~

10 (b) ~~If the parties reach agreement on the purchase, the purchase and sale agreement~~
11 ~~must specify the price, due diligence duties, schedules, timelines, conditions and any exten-~~
12 ~~sions.~~

13 (c) ~~If the tenants do not act as required within the time periods described in this section~~
14 ~~and section 1 of this 2014 Act, if the tenants violate the confidentiality agreement described~~
15 ~~in this section or if the parties do not reach agreement on a purchase, the owner is not ob-~~
16 ~~ligated to take additional action under sections 1 to 5 of this 2014 Act.~~

17 **SECTION 3.** (1) ~~During the process described in sections 1 to 5 of this 2014 Act, the~~
18 ~~parties shall act in a commercially reasonable manner.~~

19 (2) ~~Except as provided in section 4 of this 2014 Act, before selling a manufactured dwell-~~
20 ~~ing park to an entity that is not formed by or associated with the tenants, the owner of the~~
21 ~~park must give the notice required by section 1 of this 2014 Act and comply with the re-~~
22 ~~quirements of section 2 of this 2014 Act.~~

23 (3) ~~A minor error in providing the notice required by section 1 of this 2014 Act or in~~
24 ~~providing the financial information required by section 2 of this 2014 Act does not prevent~~
25 ~~the owner from selling the park to an entity that is not formed by or associated with the~~
26 ~~tenants and does not cause the owner to be liable to the tenants for damages or a penalty.~~

27 (4) ~~During the process described in sections 1 to 5 of this 2014 Act, the owner may seek,~~
28 ~~or negotiate with, potential purchasers other than the tenants or an entity formed by or~~
29 ~~associated with the tenants.~~

30 (5) ~~If the owner does not comply with requirements of this section and sections 1 and 2~~
31 ~~of this 2014 Act, in a substantial way that prevents the tenants from competing to purchase~~
32 ~~the park, the tenants may:~~

33 (a) ~~Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed~~
34 ~~by or associated with the tenants when the owner has not caused an affidavit to be recorded~~
35 ~~before the sale or transfer pursuant to section 5 of this 2014 Act.~~

36 (b) ~~Recover actual damages or twice the rent from the owner for each tenant, whichever~~
37 ~~is greater.~~

38 (6) ~~If a tenant misuses or discloses, in a substantial way, confidential information in vi-~~
39 ~~olation of a confidentiality agreement described in section 2 of this 2014 Act, the owner may~~
40 ~~recover actual damages from the tenant.~~

41 (7) ~~The Office of Manufactured Dwelling Park Community Relations of the Housing and~~
42 ~~Community Services Department shall prepare and make available information for tenants~~
43 ~~about purchasing a manufactured dwelling park.~~

44 **SECTION 4.** (1) ~~With regard to a sale or transfer of a manufactured dwelling park,~~
45 ~~sections 1, 2 and 3 of this 2014 Act do not apply to:~~

- 1 (a) Any sale or transfer to an individual who would be included within the table of de-
- 2 scent and distribution if the owner of the manufactured dwelling park were to die intestate.
- 3 (b) Any transfer by gift, devise or operation of law.
- 4 (c) Any transfer by a corporation to an affiliate.
- 5 (d) Any transfer by a partnership to any of its partners.

5a (e) Any sale or transfer of an interest in a limited liability company to
5b any of the limited liability company's members."

- 6 (f) Any conveyance of an interest in a park incidental to the financing of the park.
- 7 (g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other
- 8 instrument encumbering a park or any deed given in lieu of a foreclosure.
- 9 (h) Any sale or transfer between or among joint tenants or tenants in common owning
- 10 a park.
- 11 (i) Any sale or transfer in which the park satisfies the purchaser's requirement to make
- 12 a like-kind exchange under section 1031 of the Internal Revenue Code.
- 13 (j) Any purchase of a park by a governmental entity under the entity's powers of eminent
- 14 domain.
- 15 (k) Any transfer to a charitable trust.

16 (2) As used in this section, "affiliate" means any shareholder of the transferring corpo-
17 ration, any corporation or entity owned or controlled, directly or indirectly, by the trans-
18 ferring corporation or any other corporation or entity owned or controlled, directly or
19 indirectly, by any shareholder of the transferring corporation.

20 **SECTION 5.** (1) A manufactured dwelling park owner may present for recordation, in the
21 County Clerk Lien Record of the county in which the manufactured dwelling park is located,
22 an affidavit in which the owner certifies that:

23 (a) The owner has complied with the requirements of sections 1, 2 and 3 of this 2014 Act
24 with reference to an offer by the owner for the sale or transfer of the park.

25 (b) The owner has complied with the requirements of sections 1, 2 and 3 of this 2014 Act
26 with reference to an offer received by the owner for the purchase or transfer of the park
27 or to a counteroffer the owner has made or intends to make.

28 (c) The owner has not entered into a contract for the sale or transfer of the park to an
29 entity formed by or associated with the tenants.

30 (d) Sections 1, 2 and 3 of this 2014 Act do not apply to a particular sale or transfer of the
31 park pursuant to section 4 of this 2014 Act.

32 (2) The following parties have an absolute right to rely on the truth and accuracy of all
33 statements appearing in the affidavit and are not obligated to inquire further as to any
34 matter or fact relating to the owner's compliance with sections 1, 2 and 3 of this 2014 Act:

35 (a) A party that acquires an interest in a park.

36 (b) A title insurance company, or an attorney, that prepares, furnishes or examines evi-
37 dence of title.

38 (3) The purpose and intention of this section is to preserve the marketability of title to
39 parks. Accordingly, the provisions of this section must be liberally construed in order that
40 all persons may rely on the record title to parks.

41 **SECTION 6.** ORS 90.760 is amended to read:

42 90.760. (1) A tenants' association or a [facility] marina purchase association may give written
43 notice to the landlord of a [facility] marina in which some or all of the members of the
44 [associations] association reside as tenants requesting that the [associations] association be noti-
45 fied, by first class mail to no more than three specified persons and addresses for each association,

1 in the event the [facility] marina becomes subject to a listing agreement for the sale of all or part
2 of the [facility] marina.

3 (2) If an association requests notice pursuant to subsection (1) of this section, the landlord shall
4 give written notice to the persons and addresses designated in the request as soon as all or any
5 portion of the [facility] marina becomes subject to a listing agreement entered into by or on behalf
6 of the owner.

7 **SECTION 7.** ORS 90.800 is amended to read:

8 90.800. (1) The State of Oregon encourages affordable housing options for all Oregonians. One
9 housing alternative chosen by many Oregonians is facility living. The Legislative Assembly finds
10 that many facility [residents] tenants would like to join together, **alone or in cooperation with**
11 **an associated entity**, to purchase the facility in which [they] **the tenants** live in order to have
12 greater control over the costs and environment of their housing. The Legislative Assembly also finds
13 that current market conditions place [residents] tenants at a disadvantage with other potential in-
14 vestors in the purchase of facilities.

15 (2) It is the policy of the State of Oregon to encourage facility [residents] tenants to participate
16 in the housing marketplace by [insuring] **ensuring** that technical assistance, financing opportunities,
17 notice of sale of facilities and the option to purchase facilities are made available to [residents]
18 **tenants** who choose to participate in the purchase of a facility.

19 (3) The purpose of ORS [90.100, 90.630, 90.760,] 90.800 to 90.840, 308.905, [446.003,] 456.579 and
20 456.581 is to strengthen the private housing market in Oregon by encouraging all Oregonians to
21 have the ability to participate in the purchase of housing of their choice.

22 **SECTION 8.** ORS 90.810 is amended to read:

23 90.810. (1) A [facility] marina owner shall notify, as described in ORS 90.760, the tenants' asso-
24 ciation and a [facility] marina purchase association within 10 days of receipt of:

25 (a) Any written offer received by the owner or agent of the owner to purchase the [facility]
26 **which] marina that** the owner intends to consider; or

27 (b) Any listing agreement entered into, by the owner or agent of the owner, to effect the sale
28 of the [facility] marina.

29 (2) The notice required by subsection (1) of this section shall be mailed to any association and
30 [facility] marina purchase association.

31 **SECTION 9.** ORS 90.815 is amended to read:

32 90.815. A [facility] marina purchase association shall comply with the provisions of ORS chap-
33 ters 60, 62 and 65 before making the offer provided for under ORS 90.820.

34 **SECTION 10.** ORS 90.820 is amended to read:

35 90.820. (1) Within 14 days of delivery by or on behalf of the [facility] marina owner of the notice
36 required by ORS 90.760 (2) or 90.810, a tenants' association or [facility] marina purchase association
37 may notify the owner of the [facility] marina in which the tenants reside by certified mail or per-
38 sonal service at the address disclosed to the tenants under ORS 90.305 (1)(a) that the association,
39 or a tenants' association supported nonprofit organization, is interested in purchasing the [facility]
40 **marina.**

41 (2) Upon delivery of the notice required by subsection (1) of this section, the [facility] owner
42 shall negotiate in good faith with the association or organization and provide the association or
43 organization an opportunity to purchase the [facility] marina as the owner would any bona fide
44 third party potential purchaser. During the 14-day period following the delivery of a notice to the
45 [facility] owner under subsection (1) of this section, the tenants' association, [facility] marina pur-

1 chase association or tenants' association supported nonprofit organization has a right of first refusal
2 for any offer or agreement by the [facility] owner to sell the [facility] marina.

3 (3) A [facility] marina purchase association or tenants' association actively involved in negoti-
4 ations with [a facility] an owner may waive or reduce the time periods for notice described in this
5 section. A [facility] marina purchase association or tenants' association may authorize a tenants'
6 association supported nonprofit organization to waive notice on behalf of the association.

7 (4) This section, ORS 90.760 (2) and 90.810 do not apply to:

8 (a) Any sale or transfer to a person who would be included within the table of descent and
9 distribution if the [facility] owner were to die intestate.

10 (b) Any transfer by gift, devise or operation of law.

11 (c) Any transfer by a corporation to an affiliate. As used in this paragraph, "affiliate" means
12 any shareholder of the transferring corporation, any corporation or entity owned or controlled, di-
13 rectly or indirectly, by the transferring corporation or any other corporation or entity owned or
14 controlled, directly or indirectly, by any shareholder of the transferring corporation.

15 (d) Any transfer by a partnership to any of its partners.

16 (e) Any conveyance of an interest in a [facility] marina incidental to the financing of the
17 [facility] marina.

18 (f) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other instru-
19 ment encumbering a [facility] marina or any deed given in lieu of a foreclosure.

20 (g) Any sale or transfer between or among joint tenants or tenants in common owning a
21 [facility] marina.

22 (h) Any exchange of a [facility] marina for other real property, whether or not the exchange
23 also involves the payment of cash or other boot.

24 (i) [The] Any purchase of a [facility] marina by a governmental entity under that entity's powers
25 of eminent domain.

26 **SECTION 11.** ORS 90.830 is amended to read:

27 90.830. (1) A [facility] marina owner may at any time record, in the County Clerk Lien Record
28 of the county where [a facility] the marina is situated, an affidavit in which the [facility] owner
29 certifies that:

30 (a) With reference to an offer by the owner for the sale of the [facility] marina, the owner has
31 complied with the provisions of ORS 90.820;

32 (b) With reference to an offer received by the owner for the purchase of the [facility] marina,
33 or with reference to a counteroffer that the owner intends to make, or has made, for the sale of the
34 [facility] marina, the owner has complied with the provisions of ORS 90.820;

35 (c) Notwithstanding compliance with the provisions of ORS 90.820, [no] a contract for the sale
36 of the [facility has] marina has not been executed between the owner and a [facility] marina pur-
37 chase association, tenants' association or tenants' association supported nonprofit organization;

38 (d) The provisions of ORS 90.820 are inapplicable to a particular sale or transfer of the
39 [facility] marina by the owner, and compliance with those subsections is not required; or

40 (e) A particular sale or transfer of the [facility] marina is exempted from the provisions of this
41 section and ORS 90.820.

42 (2) [Any party acquiring an interest in a facility, and any and all title insurance companies and
43 attorneys preparing, furnishing or examining any evidence of title,] The following parties have the
44 absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are
45 [under no obligation] not obligated to inquire further as to any matter or fact relating to the [fa-

1 cility] owner's compliance with the provisions of ORS 90.820[.]:

2 (a) **A party that acquires an interest in a marina.**

3 (b) **A title insurance company, or an attorney, that prepares, furnishes or examines evi-**
4 **dence of title.**

5 (3) It is the purpose and intention of this section to preserve the marketability of title to [*facil-*
6 *ities, and,*] **marinas**. Accordingly, the provisions of this section [*shall*] **must** be liberally construed
7 in order that all persons may rely on the record title to [*facilities*] **marinas**.

8 **SECTION 12.** ORS 90.100 is amended to read:

9 90.100. As used in this chapter, unless the context otherwise requires:

10 (1) "Accessory building or structure" means any portable, demountable or permanent structure,
11 including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,
12 steps, ramps, piers and pilings, that is:

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

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

16 (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding
17 in which rights are determined, including an action for possession.

18 (3) "Applicant screening charge" means any payment of money required by a landlord of an
19 applicant prior to entering into a rental agreement with that applicant for a residential dwelling
20 unit, the purpose of which is to pay the cost of processing an application for a rental agreement for
21 a residential dwelling unit.

22 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-
23 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
24 pearance of any premises or dwelling unit.

25 (5) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

26 (6) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

27 (7) "Conduct" means the commission of an act or the failure to act.

28 (8) "DBH" means the diameter at breast height, which is measured as the width of a standing
29 tree at four and one-half feet above the ground on the uphill side.

30 (9) "Dealer" means any person in the business of selling, leasing or distributing new or used
31 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling
32 or floating home for use as a residence.

33 (10) "Domestic violence" means:

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

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

36 (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

37 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
38 dence or sleeping place by one person who maintains a household or by two or more persons who
39 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
40 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
41 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
42 not the manufactured dwelling, recreational vehicle or floating home itself.

43 (13) "Essential service" means:

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

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

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

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

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

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

14 (14) "Facility" means a manufactured dwelling park or a marina.

15 [(15) "Facility purchase association" means a group of three or more tenants who reside in a fa-
16 cility and have organized for the purpose of eventual purchase of the facility.]

17 [(16)] (15) "Fee" means a nonrefundable payment of money.

18 [(17)] (16) "First class mail" does not include certified or registered mail, or any other form of
19 mail that may delay or hinder actual delivery of mail to the recipient.

20 [(18)] (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing
21 to a specific ending date and terminating on that date without requiring further notice to effect the
22 termination.

23 [(19)] (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home"
24 includes an accessory building or structure.

25 [(20)] (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

26 [(21)] (20) "Hazard tree" means a tree that:

27 (a) Is located on a rented space in a manufactured dwelling park;

28 (b) Measures at least eight inches DBH; and

29 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
30 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
31 risk of causing serious physical harm or damage to individuals or property in the near future.

32 [(22)] (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

33 [(23)] (22) "Informal dispute resolution" means, but is not limited to, consultation between the
34 landlord or landlord's agent and one or more tenants, or mediation utilizing the services of a third
35 party.

36 [(24)] (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building
37 or premises of which it is a part. "Landlord" includes a person who is authorized by the owner,
38 lessor or sublessor to manage the premises or to enter into a rental agreement.

39 [(25)] (24) "Landlord's agent" means a person who has oral or written authority, either express
40 or implied, to act for or on behalf of a landlord.

41 [(26)] (25) "Last month's rent deposit" means a type of security deposit, however designated, the
42 primary function of which is to secure the payment of rent for the last month of the tenancy.

43 [(27)] (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufac-
44 tured home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an acces-
45 sory building or structure. "Manufactured dwelling" does not include a recreational vehicle.

1 [(28)] (27) "Manufactured dwelling park" means a place where four or more manufactured
2 dwellings are located, the primary purpose of which is to rent space or keep space for rent to any
3 person for a charge or fee.

4 [(29)] (28) "Marina" means a moorage of contiguous dwelling units that may be legally trans-
5 ferred as a single unit and are owned by one person where four or more floating homes are secured,
6 the primary purpose of which is to rent space or keep space for rent to any person for a charge or
7 fee.

8 (29) "Marina purchase association" means a group of three or more tenants who reside
9 in a marina and have organized for the purpose of eventual purchase of the marina.

10 (30) "Month-to-month tenancy" means a tenancy that automatically renews and continues for
11 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
12 the parties, until terminated by one or both of the parties.

13 (31) "Organization" includes a corporation, government, governmental subdivision or agency,
14 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
15 mon interest, and any other legal or commercial entity.

16 (32) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
17 verally, in whom is vested:

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

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

21 (33) "Person" includes an individual or organization.

22 (34) "Premises" means:

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

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

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

28 (35) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet
29 due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date.

30 (36) "Recreational vehicle" has the meaning given that term in ORS 446.003.

31 (37) "Rent" means any payment to be made to the landlord under the rental agreement, periodic
32 or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit
33 to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees
34 or utility or service charges as described in ORS 90.315 (4) and 90.532.

35 (38) "Rental agreement" means all agreements, written or oral, and valid rules and regulations
36 adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and
37 occupancy of a dwelling unit and premises. "Rental agreement" includes a lease. A rental agreement
38 shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

39 (39) "Roomer" means a person occupying a dwelling unit that does not include a toilet and ei-
40 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
41 where one or more of these facilities are used in common by occupants in the structure.

42 (40) "Screening or admission criteria" means a written statement of any factors a landlord
43 considers in deciding whether to accept or reject an applicant and any qualifications required for
44 acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history,
45 character references, public records, criminal records, credit reports, credit references and incomes

1 or resources of the applicant.

2 (41) "Security deposit" means a refundable payment or deposit of money, however designated,
3 the primary function of which is to secure the performance of a rental agreement or any part of a
4 rental agreement. "Security deposit" does not include a fee.

5 (42) "Sexual assault" has the meaning given that term in ORS 147.450.

6 (43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
7 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
8 not include a tenant who holds over as described in ORS 90.427 (7).

9 (44) "Stalking" means the behavior described in ORS 163.732.

10 (45) "Statement of policy" means the summary explanation of information and facility policies
11 to be provided to prospective and existing tenants under ORS 90.510.

12 (46) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between
13 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
14 dwelling unit.

15 (47) "Tenant":

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

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

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

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

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

25 (48) "Transient lodging" means a room or a suite of rooms.

26 (49) "Transient occupancy" means occupancy in transient lodging that has all of the following
27 characteristics:

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

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

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

32 (50) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occu-
33 pancy in a hotel or motel, that has all of the following characteristics:

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

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

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

37 (51) "Victim" means:

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

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

43 (52) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

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

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

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

5 **SECTION 13.** ORS 205.246 is amended to read:

6 205.246. (1) The county clerk shall record the following instruments required or permitted by law
7 to be recorded and entered in the office of the county clerk:

8 (a) Financing statements recorded in the office of the county clerk under ORS 79.0501 (1)(a);

9 (b) Hospital and physician liens recorded under ORS 87.565;

10 (c) Federal tax liens and certificates and notices affecting federal tax liens recorded under ORS
11 87.806;

12 (d) Cooperative contracts recorded under ORS 62.360;

13 (e) Special district assessments attaching to real property;

14 (f) Lien foreclosure statements recorded under ORS 87.202;

15 (g) A certified copy of the judgment or a lien record abstract or other liens affecting the title
16 to real property;

17 (h) Building code exemptions required under ORS 455.320 and 455.345;

18 (i) Construction liens recorded under ORS 87.050;

19 (j) Liens upon chattels recorded under ORS 87.246;

20 (k) Liens on real property recorded under ORS 87.372;

21 (L) Employee benefit plan liens recorded under ORS 87.860;

22 (m) Attorney liens recorded under ORS 87.455 and 87.460;

23 (n) Long term care liens recorded under ORS 87.517;

24 (o) Ambulance services liens recorded under ORS 87.623;

25 (p) Community property records recorded under ORS 108.530;

26 (q) Sheriff transfer of records recorded under ORS 206.100;

27 (r) Corrected instruments required under ORS 205.244;

28 (s) Mineral and mining records required under ORS 517.030, 517.052, 517.160, 517.180, 517.210,
29 517.220, 517.280, 517.310 and 517.320;

30 (t) Copies of records certified by a county clerk or court clerk;

31 (u) Subdivision and partition plats recorded under ORS 92.140;

32 (v) Condominiums recorded under ORS chapter 100;

33 (w) Requests for notice of transfer or encumbrance or terminations of requests for notice of
34 transfer or encumbrance presented for recordation under ORS 411.694;

35 (x) Bankruptcy documents presented for recordation under ORS 93.770;

36 (y) A written warranty agreement under ORS 701.605;

37 (z) An instrument, as described in ORS 86.722, to correct errors in a recorded trust deed;

38 (aa) An order or decision under section 8 (7), chapter 424, Oregon Laws 2007, or section 6,
39 chapter 855, Oregon Laws 2009, that is final by operation of law or on appeal;

40 (bb) A notice of designation of substantial damage described in ORS 105.780; [and]

41 (cc) A notice of remedy of substantial damage described in ORS 105.780[.]; and

42 **(dd) An affidavit of an owner of a facility, as defined in ORS 90.100, certifying the owner's**
43 **compliance with ORS 90.800 to 90.840.**

44 (2) The county clerk shall charge and collect fees specified in ORS 205.320, 205.327 and 205.350
45 for recording an instrument required to be recorded under subsection (1) of this section.

1 (3) Indexes may be maintained for instruments recorded under subsection (1) of this section in
2 the same manner as provided in ORS 205.160.

3 **SECTION 14.** ORS 456.579 is amended to read:

4 456.579. (1) There is established separate and distinct from the General Fund an account to be
5 known as the Mobile Home Parks Purchase Account. Except as otherwise provided by law, all
6 moneys [*appropriated or*] credited to the Mobile Home Parks Purchase Account are appropriated
7 continuously [*for and shall be used by*] to the Director of the Housing and Community Services
8 Department for the purpose of carrying out the duties and responsibilities imposed upon the Housing
9 and Community Services Department under ORS [*90.100, 90.630, 90.760,*] 90.800 to 90.840, 308.905[,
10 446.003] and 456.581 and this section. Interest earned on **moneys in** the account [*shall*] **must** be
11 credited to the account.

12 (2) Except for loans provided in ORS 90.840, **moneys in** the account described in subsection (1)
13 of this section [*shall*] **may** not be connected to or commingled in any way with the [*funds*] **moneys**
14 **in the fund** described in ORS 456.720.

15 (3) For the purpose of carrying out the provisions of ORS [*90.100, 90.630, 90.760,*] 90.800 to
16 90.840, 308.905[, 446.003] and 456.581 and this section, the Housing and Community Services De-
17 partment may seek [*funds*] **moneys** from sources other than that described in ORS 308.905 (1). [*Such*
18 *funds shall*] **Moneys obtained by the department pursuant to this subsection must** be credited
19 to the Mobile Home Parks Purchase Account.

20 **SECTION 15.** ORS 456.581 is amended to read:

21 456.581. The Mobile Home Parks Purchase Account established in ORS 456.579 shall be used by
22 the Housing and Community Services Department to provide:

23 (1) Technical assistance to tenants' associations, manufactured dwelling park nonprofit cooper-
24 atives, [*and*] tenants' association supported nonprofit organizations **and housing authorities** [*and*
25 *to facility purchase associations, as defined in ORS 90.100,*] and to help tenants in activities related
26 to the purchase or preservation of a mobile home park or a manufactured dwelling park by a
27 tenants' association, a manufactured dwelling park nonprofit cooperative, a tenants' association
28 supported nonprofit organization, **a housing authority** or [*facility purchase association*] **a corporate**
29 **entity legally capable of purchasing real property that is formed by or associated with ten-**
30 **ants pursuant to section 2 of this 2014 Act.**

31 (2) By rule, loans for initial costs for purchasing a mobile home park or manufactured dwelling
32 park that the department determines has a significant percentage of [*residents*] **tenants** who are
33 [*persons*] **individuals** of lower income. Loans provided under this section may be made only if the
34 department is of the opinion that the purchase is economically feasible and only to:

35 (a) A tenants' association, a manufactured dwelling park nonprofit cooperative, [*or*] a tenants'
36 association supported nonprofit organization **or a housing authority**; or

37 (b) A [*facility purchase association established pursuant to ORS 90.815*] **corporate entity legally**
38 **capable of purchasing real property that is formed by or associated with tenants pursuant**
39 **to section 2 of this 2014 Act and that includes more than 50 percent of the tenants residing in the**
40 **park.**

41 **SECTION 16.** Section 6, chapter 826, Oregon Laws 2005, is amended to read:

42 **Sec. 6.** Amounts received as a result of the sale of a manufactured dwelling park to a tenants'
43 association, [*facility purchase association or*] tenants' association supported nonprofit organization
44 as described in ORS 90.820 **or entity formed by or associated with the tenants**, to a community
45 development corporation as described in ORS 458.210 or to a housing authority as defined in ORS

1 456.005 are exempt from the tax imposed by this chapter.

2 **SECTION 17.** Section 9, chapter 826, Oregon Laws 2005, is amended to read:

3 **Sec. 9.** Amounts received as a result of the sale of a manufactured dwelling park to a tenants'
4 association, [*facility purchase association or*] tenants' association supported nonprofit organization
5 as described in ORS 90.820 **or entity formed by or associated with the tenants**, to a community
6 development corporation as described in ORS 458.210 or to a housing authority as defined in ORS
7 456.005 are exempt from the tax imposed by this chapter.

8 **SECTION 18.** The amendments to sections 6 and 9, chapter 826, Oregon Laws 2005, by
9 sections 16 and 17 of this 2014 Act apply to a sale of a manufactured dwelling park on or after
10 the effective date of this 2014 Act.

11 **SECTION 19.** ORS 90.760 and sections 1, 2, 3, 4 and 5 of this 2014 Act are added to and
12 made a part of ORS 90.800 to 90.840.

13 ~~**SECTION 20.** This 2014 Act takes effect on the 91st day after the date on which the 2014~~
14 ~~regular session of the Seventy-seventh Legislative Assembly adjourns sine die.~~

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