

Minority Report
B-Engrossed
House Bill 4038

Ordered by the Senate February 19
Including House Amendments dated February 10 and Senate Minority
Report Amendments dated February 19

Sponsored by nonconcurring members of the Senate Committee on General Government, Consumer and Small
Business Protection: Senators GEORGE, BAERTSCHIGER JR

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.]

A BILL FOR AN ACT

1
2 Relating to tenant purchase of residential facility; creating new provisions; and amending ORS
3 90.100, 90.760, 90.800, 90.810, 90.815, 90.820, 90.830, 205.246, 456.579 and 456.581 and sections 6
4 and 9, 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 **curs 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) If tenants have formed more than one tenant committee, the tenants shall:**

16 **(a) Select one of the tenant committees to receive notice under this section; and**

17 **(b) Inform the owner of the selection.**

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

21 **(5) The notice must include the following:**

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

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

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

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) The tenants' interest in competing to purchase the park; and

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

4 (d) The tenants may request financial information described in section 2 (2) of this 2014
5 Act from the owner within the 10-day period.

6 (e) Information about purchasing a manufactured dwelling park is available from the
7 Office of Manufactured Dwelling Park Community Relations of the Housing and Community
8 Services Department.

9 **SECTION 2.** (1) Within 10 days after delivery of the notice described in section 1 of this
10 2014 Act, if the tenants choose to compete to purchase the manufactured dwelling park in
11 which the tenants reside, the tenants must notify the owner in writing of:

12 (a) The tenants' interest in competing to purchase the park; and

13 (b) The name and contact information of a representative of the tenants with whom the
14 owner may communicate about the purchase.

15 (2) During the 10-day period, in order to perform a due diligence evaluation of the op-
16 portunity to compete to purchase the park, the tenants may make a written request for the
17 kind of financial information that a seller of a park would customarily provide to a prospec-
18 tive purchaser.

19 (3) Of the financial information described in subsection (2) of this section, the owner shall
20 provide the following information within seven days after delivery of the tenants' request for
21 the information:

22 (a) The asking price, if any, for the park;

23 (b) The total income collected from the park and related profit centers, including storage
24 and laundry, in the 12-month period immediately before delivery of the notice required by
25 section 1 of this 2014 Act;

26 (c) The cost of all utilities for the park that were paid by the owner in the 12-month pe-
27 riod immediately before delivery of the notice required by section 1 of this 2014 Act;

28 (d) The annual cost of all insurance policies for the park that were paid by the owner,
29 as shown by the most recent premium;

30 (e) The number of homes in the park owned by the owner; and

31 (f) The number of vacant spaces and homes in the park.

32 (4) The owner may:

33 (a) Designate all or part of the financial information provided pursuant to this section
34 as confidential.

35 (b) If the owner designates financial information as confidential, establish, in cooperation
36 with the tenants' representative, a list of persons with whom the tenants may share the in-
37 formation, including any of the following persons that are either seeking to purchase the
38 park on behalf of the tenants or assisting the tenants in evaluating or purchasing the park:

39 (A) A nonprofit organization or a housing authority.

40 (B) An attorney or other licensed professional or adviser.

41 (C) A financial institution.

42 (c) Require that persons authorized to receive the confidential information:

43 (A) Sign a confidentiality agreement before receiving the information;

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

45 (C) Return the information to the owner when the negotiations to purchase the park are

1 completed or terminated.

2 (5) Within 15 days after delivery of the financial information described in subsection (3)
3 of this section, if the tenants choose to continue competing to purchase the park, the ten-
4 ants must:

5 (a) Form a corporate entity under ORS chapter 60, 62 or 65 that is legally capable of
6 purchasing real property or associate with a nonprofit corporation or housing authority that
7 is legally capable of purchasing real property or that is advising the tenants about purchas-
8 ing the park in which the tenants reside.

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

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

15 (b) If the parties reach agreement on the purchase, the purchase and sale agreement
16 must specify the price, due diligence duties, schedules, timelines, conditions and any exten-
17 sions.

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

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

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

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

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

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

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

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

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

1 **(7) The Office of Manufactured Dwelling Park Community Relations of the Housing and**
2 **Community Services Department shall prepare and make available information for tenants**
3 **about purchasing a manufactured dwelling park.**

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

6 **(a) Any sale or transfer to an individual who would be included within the table of de-**
7 **scendant and distribution if the owner of the manufactured dwelling park were to die intestate.**

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

9 **(c) Any transfer by a corporation to an affiliate.**

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

11 **(e) Any transfer by a limited liability corporation to any of its members.**

12 **(f) Any conveyance of an interest in a park incidental to the financing of the park.**

13 **(g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other**
14 **instrument encumbering a park or any deed given in lieu of a foreclosure.**

15 **(h) Any sale or transfer between or among joint tenants or tenants in common owning**
16 **a park.**

17 **(i) Any sale or transfer in which the park satisfies the purchaser's requirement to make**
18 **a like-kind exchange under section 1031 of the Internal Revenue Code.**

19 **(j) Any purchase of a park by a governmental entity under the entity's powers of eminent**
20 **domain.**

21 **(k) Any transfer to a charitable trust.**

22 **(2) As used in this section, "affiliate" means any shareholder of the transferring corpo-**
23 **ration, any corporation or entity owned or controlled, directly or indirectly, by the trans-**
24 **ferring corporation or any other corporation or entity owned or controlled, directly or**
25 **indirectly, by any shareholder of the transferring corporation.**

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

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

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

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

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

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

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

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

44 **(3) The purpose and intention of this section is to preserve the marketability of title to**
45 **parks. Accordingly, the provisions of this section must be liberally construed in order that**

1 **all persons may rely on the record title to parks.**

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

3 90.760. (1) A tenants' association or a [facility] **marina** purchase association may give written
4 notice to the landlord of a [facility] **marina** in which some or all of the members of the
5 [associations] **association** reside as tenants requesting that the [associations] **association** be noti-
6 fied, by first class mail to no more than three specified persons and addresses for each association,
7 in the event the [facility] **marina** becomes subject to a listing agreement for the sale of all or part
8 of the [facility] **marina**.

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

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

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

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

25 (3) The purpose of ORS [90.100, 90.630, 90.760,] 90.800 to 90.840, 308.905, [446.003,] 456.579 and
26 456.581 is to strengthen the private housing market in Oregon by encouraging all Oregonians to
27 have the ability to participate in the purchase of housing of their choice.

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

29 90.810. (1) A [facility] **marina** owner shall notify, as described in ORS 90.760, the tenants' asso-
30 ciation and a [facility] **marina** purchase association within 10 days of receipt of:

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

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

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

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

38 90.815. A [facility] **marina** purchase association shall comply with the provisions of ORS chap-
39 ters 60, 62 and 65 before making the offer provided for under ORS 90.820.

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

41 90.820. (1) Within 14 days of delivery by or on behalf of the [facility] **marina** owner of the notice
42 required by ORS 90.760 (2) or 90.810, a tenants' association or [facility] **marina** purchase association
43 may notify the owner of the [facility] **marina** in which the tenants reside by certified mail or per-
44 sonal service at the address disclosed to the tenants under ORS 90.305 (1)(a) that the association,
45 or a tenants' association supported nonprofit organization, is interested in purchasing the [facility]

1 **marina.**

2 (2) Upon delivery of the notice required by subsection (1) of this section, the [facility] owner
3 shall negotiate in good faith with the association or organization and provide the association or
4 organization an opportunity to purchase the [facility] **marina** as the owner would any bona fide
5 third party potential purchaser. During the 14-day period following the delivery of a notice to the
6 [facility] owner under subsection (1) of this section, the tenants' association, [facility] **marina** pur-
7 chase association or tenants' association supported nonprofit organization has a right of first refusal
8 for any offer or agreement by the [facility] owner to sell the [facility] **marina**.

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

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

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

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

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

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

22 (e) Any conveyance of an interest in a [facility] **marina** incidental to the financing of the
23 [facility] **marina**.

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

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

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

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

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

33 90.830. (1) A [facility] **marina** owner may at any time record, in the County Clerk Lien Record
34 of the county where [a facility] **the marina** is situated, an affidavit in which the [facility] owner
35 certifies that:

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

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

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

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

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

3 (2) [Any party acquiring an interest in a facility, and any and all title insurance companies and
4 attorneys preparing, furnishing or examining any evidence of title,] **The following parties** have the
5 absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are
6 [under no obligation] **not obligated** to inquire further as to any matter or fact relating to the [fa-
7 cility] owner's compliance with the provisions of ORS 90.820[.]:

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

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

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

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

15 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

39 (10) "Domestic violence" means:

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

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

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

43 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
44 dence or sleeping place by one person who maintains a household or by two or more persons who
45 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-

1 factored dwelling or recreational vehicle or regarding a person who rents moorage space for a
2 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
3 not the manufactured dwelling, recreational vehicle or floating home itself.

4 (13) "Essential service" means:

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

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

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

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

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

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

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

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

23 [(16)] (15) "Fee" means a nonrefundable payment of money.

24 [(17)] (16) "First class mail" does not include certified or registered mail, or any other form of
25 mail that may delay or hinder actual delivery of mail to the recipient.

26 [(18)] (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing
27 to a specific ending date and terminating on that date without requiring further notice to effect the
28 termination.

29 [(19)] (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home"
30 includes an accessory building or structure.

31 [(20)] (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

32 [(21)] (20) "Hazard tree" means a tree that:

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

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

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

38 [(22)] (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

39 [(23)] (22) "Informal dispute resolution" means, but is not limited to, consultation between the
40 landlord or landlord's agent and one or more tenants, or mediation utilizing the services of a third
41 party.

42 [(24)] (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building
43 or premises of which it is a part. "Landlord" includes a person who is authorized by the owner,
44 lessor or sublessor to manage the premises or to enter into a rental agreement.

45 [(25)] (24) "Landlord's agent" means a person who has oral or written authority, either express

1 or implied, to act for or on behalf of a landlord.

2 [(26)] **(25)** “Last month’s rent deposit” means a type of security deposit, however designated, the
3 primary function of which is to secure the payment of rent for the last month of the tenancy.

4 [(27)] **(26)** “Manufactured dwelling” means a residential trailer, a mobile home or a manufac-
5 tured home as those terms are defined in ORS 446.003. “Manufactured dwelling” includes an acces-
6 sory building or structure. “Manufactured dwelling” does not include a recreational vehicle.

7 [(28)] **(27)** “Manufactured dwelling park” means a place where four or more manufactured
8 dwellings are located, the primary purpose of which is to rent space or keep space for rent to any
9 person for a charge or fee.

10 [(29)] **(28)** “Marina” means a moorage of contiguous dwelling units that may be legally trans-
11 ferred as a single unit and are owned by one person where four or more floating homes are secured,
12 the primary purpose of which is to rent space or keep space for rent to any person for a charge or
13 fee.

14 **(29) “Marina purchase association” means a group of three or more tenants who reside**
15 **in a marina and have organized for the purpose of eventual purchase of the marina.**

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

19 (31) “Organization” includes a corporation, government, governmental subdivision or agency,
20 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
21 mon interest, and any other legal or commercial entity.

22 (32) “Owner” includes a mortgagee in possession and means one or more persons, jointly or se-
23 verally, in whom is vested:

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

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

27 (33) “Person” includes an individual or organization.

28 (34) “Premises” means:

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

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

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

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

36 (36) “Recreational vehicle” has the meaning given that term in ORS 446.003.

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

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

45 (39) “Roomer” means a person occupying a dwelling unit that does not include a toilet and ei-

1 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
2 where one or more of these facilities are used in common by occupants in the structure.

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

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

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

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

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

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

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

21 (47) "Tenant":

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43 (51) "Victim" means:

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

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

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

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

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

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

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

12 205.246. (1) The county clerk shall record the following instruments required or permitted by law
13 to be recorded and entered in the office of the county clerk:

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

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

16 (c) Federal tax liens and certificates and notices affecting federal tax liens recorded under ORS
17 87.806;

18 (d) Cooperative contracts recorded under ORS 62.360;

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

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

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

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

24 (i) Construction liens recorded under ORS 87.050;

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

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

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

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

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

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

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

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

33 (r) Corrected instruments required under ORS 205.244;

34 (s) Mineral and mining records required under ORS 517.030, 517.052, 517.160, 517.180, 517.210,
35 517.220, 517.280, 517.310 and 517.320;

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

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

38 (v) Condominiums recorded under ORS chapter 100;

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

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

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

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

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

1 (bb) A notice of designation of substantial damage described in ORS 105.780; *and*

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

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

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

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

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

10 456.579. (1) There is established separate and distinct from the General Fund an account to be
11 known as the Mobile Home Parks Purchase Account. Except as otherwise provided by law, all
12 moneys [*appropriated or*] credited to the Mobile Home Parks Purchase Account are appropriated
13 continuously [*for and shall be used by*] **to** the Director of the Housing and Community Services
14 Department for the purpose of carrying out the duties and responsibilities imposed upon the Housing
15 and Community Services Department under ORS [*90.100, 90.630, 90.760,*] 90.800 to 90.840, 308.905[
16 *446.003*] and 456.581 and this section. Interest earned on **moneys in** the account [*shall*] **must** be
17 credited to the account.

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

21 (3) For the purpose of carrying out the provisions of ORS [*90.100, 90.630, 90.760,*] 90.800 to
22 90.840, 308.905[*446.003*] and 456.581 and this section, the Housing and Community Services De-
23 partment may seek [*funds*] **moneys** from sources other than that described in ORS 308.905 (1). [*Such*
24 *funds shall*] **Moneys obtained by the department pursuant to this subsection must** be credited
25 to the Mobile Home Parks Purchase Account.

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

27 456.581. The Mobile Home Parks Purchase Account established in ORS 456.579 shall be used by
28 the Housing and Community Services Department to provide:

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

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

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

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

1 park.

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

3 **Sec. 6.** 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 17.** Section 9, chapter 826, Oregon Laws 2005, is amended to read:

9 **Sec. 9.** Amounts received as a result of the sale of a manufactured dwelling park to a tenants'
10 association, [*facility purchase association or*] tenants' association supported nonprofit organization
11 as described in ORS 90.820 **or entity formed by or associated with the tenants**, to a community
12 development corporation as described in ORS 458.210 or to a housing authority as defined in ORS
13 456.005 are exempt from the tax imposed by this chapter.

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

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

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