

**PROPOSED AMENDMENTS TO  
HOUSE BILL 4038**

1 On page 1 of the printed bill, line 2, after “provisions;” delete the rest  
2 of the line and line 3 and insert “amending ORS 90.100, 90.760, 90.800, 90.810,  
3 90.815, 90.820, 90.830, 205.246, 456.579 and 456.581 and sections 6 and 9, chap-  
4 ter 826, Oregon Laws 2005; and prescribing an effective date.”.

5 Delete lines 5 through 30 and delete pages 2 through 7 and insert:

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

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

13 **“(a) All tenants of the park; or**

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

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

21 **“(4) The notice must include the following:**

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

1       **“(b) The tenants have an opportunity to compete to purchase the**  
2 **park.**

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

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

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

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

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

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

18       **“(a) The tenants’ interest in competing to purchase the park; and**

19       **“(b) The name and contact information of a representative of the**  
20 **tenants with whom the owner may communicate about the purchase.**

21       **“(2) During the 10-day period, in order to perform a due diligence**  
22 **evaluation of the opportunity to compete to purchase the park, the**  
23 **tenants may make a written request for the kind of financial infor-**  
24 **mation that a seller of a park would customarily provide to a pro-**  
25 **spective purchaser.**

26       **“(3) Of the financial information described in subsection (2) of this**  
27 **section, the owner shall provide the following information within**  
28 **seven days after delivery of the tenants’ request for the information:**

29       **“(a) The asking price, if any, for the park;**

30       **“(b) The total income collected from the park and related profit**

1 centers, including storage and laundry, in the 12-month period imme-  
2 diately before delivery of the notice required by section 1 of this 2014  
3 Act;

4 “(c) The cost of all utilities for the park that were paid by the owner  
5 in the 12-month period immediately before delivery of the notice re-  
6 quired by section 1 of this 2014 Act;

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

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

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

11 “(4) The owner may:

12 “(a) Designate all or part of the financial information provided  
13 pursuant to this section as confidential.

14 “(b) If the owner designates financial information as confidential,  
15 establish, in cooperation with the tenants’ representative, a list of  
16 persons with whom the tenants may share the information, including  
17 any of the following persons that are either seeking to purchase the  
18 park on behalf of the tenants or assisting the tenants in evaluating  
19 or purchasing the park:

20 “(A) A nonprofit organization or a housing authority.

21 “(B) An attorney or other licensed professional or adviser.

22 “(C) A financial institution.

23 “(c) Require that persons authorized to receive the confidential in-  
24 formation:

25 “(A) Sign a confidentiality agreement before receiving the infor-  
26 mation;

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

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

30 “(5) Within 15 days after delivery of the financial information de-

1 scribed in subsection (3) of this section, if the tenants choose to con-  
2 tinue competing to purchase the park, the tenants must:

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

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

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

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

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

23 **“SECTION 3. (1) During the process described in sections 1 to 5 of**  
24 **this 2014 Act, the parties shall act in a commercially reasonable man-**  
25 **ner.**

26 **“(2) Except as provided in section 4 of this 2014 Act, before selling**  
27 **a manufactured dwelling park to an entity that is not formed by or**  
28 **associated with the tenants, the owner of the park must give the no-**  
29 **tice required by section 1 of this 2014 Act and comply with the re-**  
30 **quirements of section 2 of this 2014 Act.**

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

7       **“(4) During the process described in sections 1 to 5 of this 2014 Act,**  
8 **the owner may seek, or negotiate with, potential purchasers other**  
9 **than the tenants or an entity formed by or associated with the ten-**  
10 **ants.**

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

14       **“(a) Obtain injunctive relief to prevent a sale or transfer to an en-**  
15 **tity that is not formed by or associated with the tenants when the**  
16 **owner has not caused an affidavit to be recorded before the sale or**  
17 **transfer pursuant to section 5 of this 2014 Act.**

18       **“(b) Recover actual damages or twice the rent from the owner for**  
19 **each tenant, whichever is greater.**

20       **“(6) If a tenant misuses or discloses, in a substantial way, confi-**  
21 **dential information in violation of a confidentiality agreement de-**  
22 **scribed in section 2 of this 2014 Act, the owner may recover actual**  
23 **damages from the tenant.**

24       **“(7) The Office of Manufactured Dwelling Park Community Re-**  
25 **lations of the Housing and Community Services Department shall**  
26 **prepare and make available information for tenants about purchasing**  
27 **a manufactured dwelling park.**

28       **“SECTION 4. (1) With regard to a sale or transfer of a manufac-**  
29 **tured dwelling park, sections 1, 2 and 3 of this 2014 Act do not apply**  
30 **to:**

1       “(a) Any sale or transfer to an individual who would be included  
2 within the table of descent and distribution if the owner of the man-  
3 ufactured dwelling park were to die intestate.

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

5       “(c) Any transfer by a corporation to an affiliate.

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

7       “(e) Any conveyance of an interest in a park incidental to the fi-  
8 nancing of the park.

9       “(f) Any conveyance resulting from the foreclosure of a mortgage,  
10 deed of trust or other instrument encumbering a park or any deed  
11 given in lieu of a foreclosure.

12       “(g) Any sale or transfer between or among joint tenants or tenants  
13 in common owning a park.

14       “(h) Any sale or transfer in which the park satisfies the purchaser’s  
15 requirement to make a like-kind exchange under section 1031 of the  
16 Internal Revenue Code.

17       “(i) Any purchase of a park by a governmental entity under the  
18 entity’s powers of eminent domain.

19       “(j) Any transfer to a charitable trust.

20       “(2) As used in this section, ‘affiliate’ means any shareholder of the  
21 transferring corporation, any corporation or entity owned or con-  
22 trolled, directly or indirectly, by the transferring corporation or any  
23 other corporation or entity owned or controlled, directly or indirectly,  
24 by any shareholder of the transferring corporation.

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

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

1 sale or transfer of the park.

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

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

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

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

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

16 “(b) A title insurance company, or an attorney, that prepares, fur-  
17 nishes or examines evidence of title.

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

22 “**SECTION 6.** ORS 90.760 is amended to read:

23 “90.760. (1) A tenants’ association or a [*facility*] **marina** purchase associ-  
24 ation may give written notice to the landlord of a [*facility*] **marina** in which  
25 some or all of the members of the [*associations*] **association** reside as tenants  
26 requesting that the [*associations*] **association** be notified, by first class mail  
27 to no more than three specified persons and addresses for each association,  
28 in the event the [*facility*] **marina** becomes subject to a listing agreement for  
29 the sale of all or part of the [*facility*] **marina**.

30 “(2) If an association requests notice pursuant to subsection (1) of this

1 section, the landlord shall give written notice to the persons and addresses  
2 designated in the request as soon as all or any portion of the [*facility*]  
3 **marina** becomes subject to a listing agreement entered into by or on behalf  
4 of the owner.

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

6 “90.800. (1) The State of Oregon encourages affordable housing options for  
7 all Oregonians. One housing alternative chosen by many Oregonians is fa-  
8 cility living. The Legislative Assembly finds that many facility [*residents*]  
9 **tenants** would like to join together, **alone or in cooperation with an as-**  
10 **sociated entity**, to purchase the facility in which [*they*] **the tenants** live  
11 in order to have greater control over the costs and environment of their  
12 housing. The Legislative Assembly also finds that current market conditions  
13 place [*residents*] **tenants** at a disadvantage with other potential investors in  
14 the purchase of facilities.

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

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

24 **“SECTION 8.** ORS 90.810 is amended to read:

25 “90.810. (1) A [*facility*] **marina** owner shall notify, as described in ORS  
26 90.760, the tenants’ association and a [*facility*] **marina** purchase association  
27 within 10 days of receipt of:

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

30 “(b) Any listing agreement entered into, by the owner or agent of the



1 owner, to effect the sale of the [facility] **marina**.

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

4 “**SECTION 9.** ORS 90.815 is amended to read:

5 “90.815. A [facility] **marina** purchase association shall comply with the  
6 provisions of ORS chapters 60, 62 and 65 before making the offer provided  
7 for under ORS 90.820.

8 “**SECTION 10.** ORS 90.820 is amended to read:

9 “90.820. (1) Within 14 days of delivery by or on behalf of the [facility]  
10 **marina** owner of the notice required by ORS 90.760 (2) or 90.810, a tenants’  
11 association or [facility] **marina** purchase association may notify the owner  
12 of the [facility] **marina** in which the tenants reside by certified mail or  
13 personal service at the address disclosed to the tenants under ORS 90.305  
14 (1)(a) that the association, or a tenants’ association supported nonprofit or-  
15 ganization, is interested in purchasing the [facility] **marina**.

16 “(2) Upon delivery of the notice required by subsection (1) of this section,  
17 the [facility] owner shall negotiate in good faith with the association or or-  
18 ganization and provide the association or organization an opportunity to  
19 purchase the [facility] **marina** as the owner would any bona fide third party  
20 potential purchaser. During the 14-day period following the delivery of a  
21 notice to the [facility] owner under subsection (1) of this section, the tenants’  
22 association, [facility] **marina** purchase association or tenants’ association  
23 supported nonprofit organization has a right of first refusal for any offer or  
24 agreement by the [facility] owner to sell the [facility] **marina**.

25 “(3) A [facility] **marina** purchase association or tenants’ association ac-  
26 tively involved in negotiations with [a facility] **an** owner may waive or re-  
27 duce the time periods for notice described in this section. A [facility] **marina**  
28 purchase association or tenants’ association may authorize a tenants’ asso-  
29 ciation supported nonprofit organization to waive notice on behalf of the  
30 association.

1 “(4) This section, ORS 90.760 (2) and 90.810 do not apply to:  
2 “(a) Any sale or transfer to a person who would be included within the  
3 table of descent and distribution if the [*facility*] owner were to die intestate.  
4 “(b) Any transfer by gift, devise or operation of law.  
5 “(c) Any transfer by a corporation to an affiliate. As used in this para-  
6 graph, ‘affiliate’ means any shareholder of the transferring corporation, any  
7 corporation or entity owned or controlled, directly or indirectly, by the  
8 transferring corporation or any other corporation or entity owned or con-  
9 trolled, directly or indirectly, by any shareholder of the transferring corpo-  
10 ration.  
11 “(d) Any transfer by a partnership to any of its partners.  
12 “(e) Any conveyance of an interest in a [*facility*] **marina** incidental to the  
13 financing of the [*facility*] **marina**.  
14 “(f) Any conveyance resulting from the foreclosure of a mortgage, deed  
15 of trust or other instrument encumbering a [*facility*] **marina** or any deed  
16 given in lieu of a foreclosure.  
17 “(g) Any sale or transfer between or among joint tenants or tenants in  
18 common owning a [*facility*] **marina**.  
19 “(h) Any exchange of a [*facility*] **marina** for other real property, whether  
20 or not the exchange also involves the payment of cash or other boot.  
21 “(i) [*The*] **Any** purchase of a [*facility*] **marina** by a governmental entity  
22 under that entity’s powers of eminent domain.  
23 **“SECTION 11.** ORS 90.830 is amended to read:  
24 “90.830. (1) A [*facility*] **marina** owner may at any time record, in the  
25 County Clerk Lien Record of the county where [*a facility*] **the marina** is  
26 situated, an affidavit in which the [*facility*] owner certifies that:  
27 “(a) With reference to an offer by the owner for the sale of the [*facility*]  
28 **marina**, the owner has complied with the provisions of ORS 90.820;  
29 “(b) With reference to an offer received by the owner for the purchase  
30 of the [*facility*] **marina**, or with reference to a counteroffer that the owner

1 intends to make, or has made, for the sale of the [facility] **marina**, the owner  
2 has complied with the provisions of ORS 90.820;

3 “(c) Notwithstanding compliance with the provisions of ORS 90.820, [no]  
4 **a** contract for the sale of the [facility has] **marina has not** been executed  
5 between the owner and a [facility] **marina** purchase association, tenants’  
6 association or tenants’ association supported nonprofit organization;

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

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

12 “(2) [Any party acquiring an interest in a facility, and any and all title  
13 insurance companies and attorneys preparing, furnishing or examining any  
14 evidence of title,] **The following parties** have the absolute right to rely on  
15 the truth and accuracy of all statements appearing in the affidavit and are  
16 [under no obligation] **not obligated** to inquire further as to any matter or  
17 fact relating to the [facility] owner’s compliance with the provisions of ORS  
18 90.820[.]:

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

20 “(b) **A title insurance company, or an attorney, that prepares, fur-**  
21 **nishes or examines evidence of title.**

22 “(3) It is the purpose and intention of this section to preserve the  
23 marketability of title to [facilities, and,] **marinas**. Accordingly, the pro-  
24 visions of this section [shall] **must** be liberally construed in order that all  
25 persons may rely on the record title to [facilities] **marinas**.

26 “**SECTION 12.** ORS 90.100 is amended to read:

27 “90.100. As used in this chapter, unless the context otherwise requires:

28 “(1) ‘Accessory building or structure’ means any portable, demountable  
29 or permanent structure, including but not limited to cabanas, ramadas,  
30 storage sheds, garages, awnings, carports, decks, steps, ramps, piers and

1 pilings, that is:

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

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

6 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and  
7 any other proceeding in which rights are determined, including an action for  
8 possession.

9 “(3) ‘Applicant screening charge’ means any payment of money required  
10 by a landlord of an applicant prior to entering into a rental agreement with  
11 that applicant for a residential dwelling unit, the purpose of which is to pay  
12 the cost of processing an application for a rental agreement for a residential  
13 dwelling unit.

14 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-  
15 mental regulation concerning fitness for habitation, or the construction,  
16 maintenance, operation, occupancy, use or appearance of any premises or  
17 dwelling unit.

18 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS  
19 105.836.

20 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS  
21 105.836.

22 “(7) ‘Conduct’ means the commission of an act or the failure to act.

23 “(8) ‘DBH’ means the diameter at breast height, which is measured as the  
24 width of a standing tree at four and one-half feet above the ground on the  
25 uphill side.

26 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-  
27 tributing new or used manufactured dwellings or floating homes to persons  
28 who purchase or lease a manufactured dwelling or floating home for use as  
29 a residence.

30 “(10) ‘Domestic violence’ means:

1       “(a) Abuse between family or household members, as those terms are de-  
2 fined in ORS 107.705; or

3       “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-  
4 lationship.

5       “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in  
6 ORS 90.243.

7       “(12) ‘Dwelling unit’ means a structure or the part of a structure that is  
8 used as a home, residence or sleeping place by one person who maintains a  
9 household or by two or more persons who maintain a common household.  
10 ‘Dwelling unit’ regarding a person who rents a space for a manufactured  
11 dwelling or recreational vehicle or regarding a person who rents moorage  
12 space for a floating home as defined in ORS 830.700, but does not rent the  
13 home, means the space rented and not the manufactured dwelling, recre-  
14 ational vehicle or floating home itself.

15       “(13) ‘Essential service’ means:

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

19       “(A) Heat, plumbing, hot and cold running water, gas, electricity, light  
20 fixtures, locks for exterior doors, latches for windows and any cooking ap-  
21 pliance or refrigerator supplied or required to be supplied by the landlord;  
22 and

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

27       “(b) For a tenancy consisting of rental space for a manufactured dwelling,  
28 floating home or recreational vehicle owned by the tenant or that is other-  
29 wise subject to ORS 90.505 to 90.840:

30       “(A) Sewage disposal, water supply, electrical supply and, if required by

1 applicable law, any drainage system; and

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

6 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

7 “[15] *‘Facility purchase association’ means a group of three or more ten-*  
8 *ants who reside in a facility and have organized for the purpose of eventual*  
9 *purchase of the facility.]*

10 “[16] **(15)** ‘Fee’ means a nonrefundable payment of money.

11 “[17] **(16)** ‘First class mail’ does not include certified or registered mail,  
12 or any other form of mail that may delay or hinder actual delivery of mail  
13 to the recipient.

14 “[18] **(17)** ‘Fixed term tenancy’ means a tenancy that has a fixed term  
15 of existence, continuing to a specific ending date and terminating on that  
16 date without requiring further notice to effect the termination.

17 “[19] **(18)** ‘Floating home’ has the meaning given that term in ORS  
18 830.700. ‘Floating home’ includes an accessory building or structure.

19 “[20] **(19)** ‘Good faith’ means honesty in fact in the conduct of the  
20 transaction concerned.

21 “[21] **(20)** ‘Hazard tree’ means a tree that:

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

23 “(b) Measures at least eight inches DBH; and

24 “(c) Is considered, by an arborist licensed as a landscape construction  
25 professional pursuant to ORS 671.560 and certified by the International So-  
26 ciety of Arboriculture, to pose an unreasonable risk of causing serious  
27 physical harm or damage to individuals or property in the near future.

28 “[22] **(21)** ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS  
29 699.005.

30 “[23] **(22)** ‘Informal dispute resolution’ means, but is not limited to,

1 consultation between the landlord or landlord’s agent and one or more ten-  
2 ants, or mediation utilizing the services of a third party.

3 “[24] (23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling  
4 unit or the building or premises of which it is a part. ‘Landlord’ includes a  
5 person who is authorized by the owner, lessor or sublessor to manage the  
6 premises or to enter into a rental agreement.

7 “[25] (24) ‘Landlord’s agent’ means a person who has oral or written  
8 authority, either express or implied, to act for or on behalf of a landlord.

9 “[26] (25) ‘Last month’s rent deposit’ means a type of security deposit,  
10 however designated, the primary function of which is to secure the payment  
11 of rent for the last month of the tenancy.

12 “[27] (26) ‘Manufactured dwelling’ means a residential trailer, a mobile  
13 home or a manufactured home as those terms are defined in ORS 446.003.  
14 ‘Manufactured dwelling’ includes an accessory building or structure. ‘Manu-  
15 factured dwelling’ does not include a recreational vehicle.

16 “[28] (27) ‘Manufactured dwelling park’ means a place where four or  
17 more manufactured dwellings are located, the primary purpose of which is  
18 to rent space or keep space for rent to any person for a charge or fee.

19 “[29] (28) ‘Marina’ means a moorage of contiguous dwelling units that  
20 may be legally transferred as a single unit and are owned by one person  
21 where four or more floating homes are secured, the primary purpose of which  
22 is to rent space or keep space for rent to any person for a charge or fee.

23 **“(29) ‘Marina purchase association’ means a group of three or more**  
24 **tenants who reside in a marina and have organized for the purpose of**  
25 **eventual purchase of the marina.**

26 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-  
27 news and continues for successive monthly periods on the same terms and  
28 conditions originally agreed to, or as revised by the parties, until terminated  
29 by one or both of the parties.

30 “(31) ‘Organization’ includes a corporation, government, governmental

1 subdivision or agency, business trust, estate, trust, partnership or associ-  
2 ation, two or more persons having a joint or common interest, and any other  
3 legal or commercial entity.

4 “(32) ‘Owner’ includes a mortgagee in possession and means one or more  
5 persons, jointly or severally, in whom is vested:

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

7 “(b) All or part of the beneficial ownership and a right to present use and  
8 enjoyment of the premises.

9 “(33) ‘Person’ includes an individual or organization.

10 “(34) ‘Premises’ means:

11 “(a) A dwelling unit and the structure of which it is a part and facilities  
12 and appurtenances therein;

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

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

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

19 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS  
20 446.003.

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

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



1 tenancy.

2 “(39) ‘Roomer’ means a person occupying a dwelling unit that does not  
3 include a toilet and either a bathtub or a shower and a refrigerator, stove  
4 and kitchen, all provided by the landlord, and where one or more of these  
5 facilities are used in common by occupants in the structure.

6 “(40) ‘Screening or admission criteria’ means a written statement of any  
7 factors a landlord considers in deciding whether to accept or reject an ap-  
8 plicant and any qualifications required for acceptance. ‘Screening or admis-  
9 sion criteria’ includes, but is not limited to, the rental history, character  
10 references, public records, criminal records, credit reports, credit references  
11 and incomes or resources of the applicant.

12 “(41) ‘Security deposit’ means a refundable payment or deposit of money,  
13 however designated, the primary function of which is to secure the perform-  
14 ance of a rental agreement or any part of a rental agreement. ‘Security de-  
15 posit’ does not include a fee.

16 “(42) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

17 “(43) ‘Squatter’ means a person occupying a dwelling unit who is not so  
18 entitled under a rental agreement or who is not authorized by the tenant to  
19 occupy that dwelling unit. ‘Squatter’ does not include a tenant who holds  
20 over as described in ORS 90.427 (7).

21 “(44) ‘Stalking’ means the behavior described in ORS 163.732.

22 “(45) ‘Statement of policy’ means the summary explanation of information  
23 and facility policies to be provided to prospective and existing tenants under  
24 ORS 90.510.

25 “(46) ‘Surrender’ means an agreement, express or implied, as described in  
26 ORS 90.148 between a landlord and tenant to terminate a rental agreement  
27 that gave the tenant the right to occupy a dwelling unit.

28 “(47) ‘Tenant’:

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

30 “(A) Means a person, including a roomer, entitled under a rental agree-

1 ment to occupy a dwelling unit to the exclusion of others, including a  
2 dwelling unit owned, operated or controlled by a public housing authority.

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

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

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

9 “(48) ‘Transient lodging’ means a room or a suite of rooms.

10 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has  
11 all of the following characteristics:

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

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

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

17 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-  
18 cluding transient occupancy in a hotel or motel, that has all of the following  
19 characteristics:

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

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

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

24 “(51) ‘Victim’ means:

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

27 “(b) The parent or guardian of a minor household member against whom  
28 an incident related to domestic violence, sexual assault or stalking is per-  
29 petrated, unless the parent or guardian is the perpetrator.

30 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-

1 ing characteristics:

2 “(a) Occupancy is charged on a weekly basis and is payable no less fre-  
3 quently than every seven days;

4 “(b) There is a written rental agreement that defines the landlord’s and  
5 the tenant’s rights and responsibilities under this chapter; and

6 “(c) There are no fees or security deposits, although the landlord may  
7 require the payment of an applicant screening charge, as provided in ORS  
8 90.295.

9 **“SECTION 13.** ORS 205.246 is amended to read:

10 “205.246. (1) The county clerk shall record the following instruments re-  
11 quired or permitted by law to be recorded and entered in the office of the  
12 county clerk:

13 “(a) Financing statements recorded in the office of the county clerk under  
14 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  
17 liens recorded under ORS 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  
22 liens affecting the title 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;

1 “(p) Community property records recorded under ORS 108.530;  
2 “(q) Sheriff transfer of records recorded under ORS 206.100;  
3 “(r) Corrected instruments required under ORS 205.244;  
4 “(s) Mineral and mining records required under ORS 517.030, 517.052,  
5 517.160, 517.180, 517.210, 517.220, 517.280, 517.310 and 517.320;  
6 “(t) Copies of records certified by a county clerk or court clerk;  
7 “(u) Subdivision and partition plats recorded under ORS 92.140;  
8 “(v) Condominiums recorded under ORS chapter 100;  
9 “(w) Requests for notice of transfer or encumbrance or terminations of  
10 requests for notice of transfer or encumbrance presented for recordation un-  
11 der ORS 411.694;  
12 “(x) Bankruptcy documents presented for recordation under ORS 93.770;  
13 “(y) A written warranty agreement under ORS 701.605;  
14 “(z) An instrument, as described in ORS 86.722, to correct errors in a re-  
15 corded trust deed;  
16 “(aa) An order or decision under section 8 (7), chapter 424, Oregon Laws  
17 2007, or section 6, chapter 855, Oregon Laws 2009, that is final by operation  
18 of law or on appeal;  
19 “(bb) A notice of designation of substantial damage described in ORS  
20 105.780; [and]  
21 “(cc) A notice of remedy of substantial damage described in ORS  
22 105.780[.]; and  
23 **“(dd) An affidavit of an owner of a facility, as defined in ORS 90.100,**  
24 **certifying the owner’s compliance with ORS 90.800 to 90.840.**  
25 “(2) The county clerk shall charge and collect fees specified in ORS  
26 205.320, 205.327 and 205.350 for recording an instrument required to be re-  
27 corded under subsection (1) of this section.  
28 “(3) Indexes may be maintained for instruments recorded under subsection  
29 (1) of this section in the same manner as provided in ORS 205.160.  
30 **“SECTION 14.** ORS 456.579 is amended to read:

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

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

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

21 **“SECTION 15.** ORS 456.581 is amended to read:

22 “456.581. The Mobile Home Parks Purchase Account established in ORS  
23 456.579 shall be used by the Housing and Community Services Department  
24 to provide:

25 “(1) Technical assistance to tenants’ associations, manufactured dwelling  
26 park nonprofit cooperatives, [*and*] tenants’ association supported nonprofit  
27 organizations **and housing authorities** [*and to facility purchase associations,*  
28 *as defined in ORS 90.100,*] and to help tenants in activities related to the  
29 purchase or preservation of a mobile home park or **a** manufactured dwelling  
30 park by a tenants’ association, **a** manufactured dwelling park nonprofit co-

1 operative, a tenants' association supported nonprofit organization, a **housing**  
2 **authority** or [*facility purchase association*] a **corporate entity legally**  
3 **capable of purchasing real property that is formed by or associated**  
4 **with tenants pursuant to section 2 of this 2014 Act.**

5 “(2) By rule, loans for initial costs for purchasing a mobile home park or  
6 manufactured dwelling park that the department determines has a significant  
7 percentage of [*residents*] **tenants** who are [*persons*] **individuals** of lower in-  
8 come. Loans provided under this section may be made only if the department  
9 is of the opinion that the purchase is economically feasible and only to:

10 “(a) A tenants' association, a manufactured dwelling park nonprofit co-  
11 operative, [*or*] a tenants' association supported nonprofit organization **or a**  
12 **housing authority**; or

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

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

20 “**Sec. 6.** Amounts received as a result of the sale of a manufactured  
21 dwelling park to a tenants' association, [*facility purchase association or*]  
22 tenants' association supported nonprofit organization as described in ORS  
23 90.820 **or entity formed by or associated with the tenants**, to a commu-  
24 nity development corporation as described in ORS 458.210 or to a housing  
25 authority as defined in ORS 456.005 are exempt from the tax imposed by this  
26 chapter.

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

29 “**Sec. 9.** Amounts received as a result of the sale of a manufactured  
30 dwelling park to a tenants' association, [*facility purchase association or*]

1 tenants' association supported nonprofit organization as described in ORS  
2 90.820 or entity formed by or associated with the tenants, to a commu-  
3 nity development corporation as described in ORS 458.210 or to a housing  
4 authority as defined in ORS 456.005 are exempt from the tax imposed by this  
5 chapter.

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

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

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

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