

**A-Engrossed**  
**House Bill 3016**

Ordered by the House April 16  
Including House Amendments dated April 16

Sponsored by Representatives NATHANSON, KENNEMER; Representatives GILLIAM, GOMBERG

**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 of capital gains exemption for amounts received for sale of manufactured dwelling park. Applies to tax years beginning on or after January 1, 2015, and before January 1, 2020.

Modifies provisions related to opportunity of entity formed by or associated with tenants to purchase manufactured dwelling park. **Becomes operative January 1, 2016.**

**Modifies provisions related to cancellation of unpaid taxes and assessment fees. Becomes operative January 1, 2016.**

**Prohibits mandatory consignment sales of manufactured dwelling units. Becomes operative January 1, 2016.**

**Modifies provisions related to habitability rules. Becomes operative January 1, 2016.**

Takes effect on 91st day following adjournment sine die.

**A BILL FOR AN ACT**

1  
2 Relating to manufactured structures; creating new provisions; amending ORS 90.300, 90.545, 90.555,  
3 90.632, 90.675, 90.680, 90.710, 90.730, 90.732, 308.250 and 446.525 and sections 6, 7, 9 and 10,  
4 chapter 826, Oregon Laws 2005, and sections 2, 4 and 18, chapter 89, Oregon Laws 2014; and  
5 prescribing an effective date.

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

7 **SECTION 1.** ORS 308.250 is amended to read:

8 308.250. (1) All personal property not exempt from ad valorem taxation or subject to special  
9 assessment shall be valued at 100 percent of its real market value, as of January 1, at 1:00 a.m. and  
10 shall be assessed at its assessed value determined as provided in ORS 308.146.

11 (2)(a) If the total assessed value of all taxable personal property required to be reported under  
12 ORS 308.290 in any county of any taxpayer is less than \$12,500 in any assessment year, the county  
13 assessor shall cancel the ad valorem tax assessment for property required to be reported under ORS  
14 308.290 for that year.

15 (b) If, in a county with a population of more than 340,000, the total assessed value of all manu-  
16 factured structures taxable as personal property under ORS 308.875 of any taxpayer is less than  
17 \$12,500 in any assessment year, the county assessor shall cancel the ad valorem tax assessment for  
18 the manufactured structures for that year **and any special assessment provided for those**  
19 **structures under ORS 446.525.**

20 (3) In any assessment year or years following an assessment year for which taxes are canceled  
21 under subsection (2)(a) of this section, the taxpayer may meet the requirements of ORS 308.290 by  
22 filing, within the time required or extended under ORS 308.290, a verified statement with the county  
23 assessor indicating that the total assessed value of all taxable personal property of the taxpayer

**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 required to be reported under ORS 308.290 in the county is less than \$12,500. The statement shall  
 2 contain the name and address of the taxpayer, the information needed to identify the account and  
 3 other pertinent information, but shall not be required to contain a listing or value of property or  
 4 property additions or retirements.

5 (4)(a) For each tax year beginning on or after July 1, 2003, the Department of Revenue shall  
 6 recompute the maximum amount of the assessed value of taxable personal property in subsection  
 7 (2)(a) and (b) of this section for which ad valorem property taxes may be canceled under this section.  
 8 The computation shall be as follows:

9 (A) Divide the average U.S. City Average Consumer Price Index for the prior calendar year by  
 10 the average U.S. City Average Consumer Price Index for 2002.

11 (B) Recompute the maximum amount of assessed value for which taxes may be canceled under  
 12 subsection (2)(a) or (b) of this section by multiplying \$12,500 by the appropriate indexing factor de-  
 13 termined as provided in subparagraph (A) of this paragraph.

14 (b) As used in this subsection, "U.S. City Average Consumer Price Index" means the U.S. City  
 15 Average Consumer Price Index for All Urban Consumers (All Items) as published by the Bureau of  
 16 Labor Statistics of the United States Department of Labor.

17 (c) If any change in the maximum amount of assessed value determined under paragraph (a) of  
 18 this subsection is not a multiple of \$500, the increase shall be rounded to the nearest multiple of  
 19 \$500.

20 **SECTION 2.** ORS 446.525 is amended to read:

21 446.525. (1) **Except as provided in ORS 308.250 (2)(b)**, a special assessment is levied annually  
 22 upon each manufactured dwelling that is assessed for ad valorem property tax purposes as personal  
 23 property. The amount of the assessment is [\$6] **\$10**.

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

32 (3) Any amounts of special assessment collected pursuant to subsection (2) of this section shall  
 33 be deposited in the county treasury, [shall be] paid over by the county treasurer to the State  
 34 Treasury and [shall be] credited to the Mobile Home Parks Account to be used exclusively for carry-  
 35 ing out ORS 446.380, 446.385, 446.392 and 446.543 [and], implementing the policies described in  
 36 ORS 446.515 **and compensating the county for billing and collecting any special assessment**  
 37 **under subsection (2) of this section. The Housing and Community Services Department shall**  
 38 **pay to a county \$1.50 for each special assessment account that the county bills under sub-**  
 39 **section (2) of this section.**

40 (4) In lieu of the procedures under subsection (2) of this section, the Director of the Housing  
 41 and Community Services Department may make a direct billing of the special assessment to the  
 42 owners of manufactured dwellings and receive payment of the special assessment from those owners.  
 43 In the event that under the billing procedures any owner fails to make payment, the unpaid special  
 44 assessment shall become a lien against the manufactured dwelling and may be collected under con-  
 45 tract or other agreement by a collection agency or may be collected under ORS 293.250, or the lien

1 may be foreclosed by suit as provided under ORS chapter 88 or as provided under ORS 87.272 to  
2 87.306. Upon collection under this subsection, the amounts of special assessment shall be deposited  
3 in the State Treasury and shall be credited to the Mobile Home Parks Account to be used exclu-  
4 sively for carrying out ORS 446.380, 446.385, 446.392 and 446.543 and implementing the policies de-  
5 scribed in ORS 446.515.

6 **SECTION 3.** ORS 90.732 is amended to read:

7 90.732. (1) Every landlord of a manufactured dwelling park shall register annually in writing  
8 with the Housing and Community Services Department. The department shall charge the landlord  
9 a registration fee of [~~\$25~~] **\$50 for parks with more than 20 spaces and \$25 for parks with 20 or**  
10 **fewer spaces.** The landlord shall file a registration and pay a registration fee for each park owned  
11 or managed by the landlord. The registration shall consist of the following information:

12 (a) The name and business mailing address of the landlord and of any person authorized to  
13 manage the premises of the park.

14 (b) The name of the park.

15 (c) The physical address of the park or, if different from the physical address, the mailing ad-  
16 dress.

17 (d) A telephone number of the park.

18 (e) The total number of spaces in the park.

19 (2) The landlord of a new manufactured dwelling park shall register with the department no  
20 later than 60 days after the opening of the park.

21 (3) The department shall send a written reminder notice to each landlord that holds a current  
22 registration under this section before the due date for the landlord to file a new registration. The  
23 department shall confirm receipt of a registration.

24 (4) Notwithstanding subsections (1) to (3) of this section, the department may provide for regis-  
25 tration and confirmation of registration to be accomplished by electronic means instead of in writ-  
26 ing.

27 (5) Moneys from registration fees described in subsection (1) of this section shall be deposited  
28 in the Mobile Home Parks Account. Notwithstanding ORS 446.533, moneys deposited in the account  
29 under this section are continuously appropriated to the department for the purpose of implementing  
30 and administering the duties of the department under this section and ORS 90.734 and 90.738.

31 **SECTION 4.** ORS 90.675 is amended to read:

32 90.675. (1) As used in this section:

33 (a) "Current market value" means the amount in cash, as determined by the county assessor,  
34 that could reasonably be expected to be paid for personal property by an informed buyer to an in-  
35 formed seller, each acting without compulsion in an arm's-length transaction occurring on the as-  
36 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

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

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

43 (d) "Of record" means:

44 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-  
45 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-

1 tificate of title issued by the Department of Transportation prior to May 1, 2005.

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

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

9 (2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of  
10 abandoned personal property as provided by this section. This section governs the rights and obli-  
11 gations of landlords, tenants and any lienholders in any personal property abandoned or left upon  
12 the premises by the tenant or any lienholder in the following circumstances:

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

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

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

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

23 (a) Personally delivered to the tenant; or

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

25 (A) The premises;

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

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

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

31 (A) Any lienholder of the personal property;

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

33 (C) The assessor of the county where the personal property is located.

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

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

39 (A) Actually known to the landlord;

40 (B) Of record; and

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

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

- 1 (a) The personal property left upon the premises is considered abandoned;
- 2 (b) The tenant or any lienholder must contact the landlord by a specified date, as provided in  
3 subsection (6) of this section, to arrange for the removal of the abandoned personal property;
- 4 (c) The personal property is stored on the rented space;
- 5 (d) The tenant or any lienholder, except as provided by subsection [(18)] **(19)** of this section, may  
6 arrange for removal of the personal property by contacting the landlord at a described telephone  
7 number or address on or before the specified date;
- 8 (e) The landlord shall make the personal property available for removal by the tenant or any  
9 lienholder, except as provided by subsection [(18)] **(19)** of this section, by appointment at reasonable  
10 times;
- 11 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)  
12 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)  
13 of this section, prior to releasing the personal property to the tenant or any lienholder;
- 14 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this  
15 section, the landlord may not require payment of storage charges prior to releasing the personal  
16 property;
- 17 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to  
18 remove the personal property within 30 days after that contact, the landlord may sell or dispose of  
19 the personal property. If the landlord reasonably believes the county assessor will determine that  
20 the current market value of the personal property is \$8,000 or less, and the landlord intends to  
21 dispose of the property if the property is not claimed, the notice shall state that belief and intent;  
22 and
- 23 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as  
24 provided by subsection [(18)] **(19)** of this section.
- 25 (6) For purposes of subsection (5) of this section, the specified date by which a tenant or  
26 lienholder must contact a landlord to arrange for the disposition of abandoned personal property  
27 must be not less than 45 days after personal delivery or mailing of the notice.
- 28 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:
- 29 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-  
30 ercise reasonable care for the personal property; and
- 31 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-  
32 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.
- 33 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of  
34 this section or otherwise, responds by actual notice to the landlord on or before the specified date  
35 in the landlord's notice that the tenant or lienholder intends to remove the personal property from  
36 the premises, the landlord must make that personal property available for removal by the tenant or  
37 lienholder by appointment at reasonable times during the 30 days following the date of the response,  
38 subject to subsection [(18)] **(19)** of this section. If the personal property is considered to be aban-  
39 doned pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this  
40 section, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this  
41 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by  
42 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver  
43 pursuant to ORS 90.412 or 90.417.
- 44 (9) Except as provided in subsections [(18) to (20)] **(19) to (21)** of this section, if the tenant or  
45 lienholder does not respond within the time provided by the landlord's notice, or the tenant or

1 lienholder does not remove the personal property within 30 days after responding to the landlord  
2 or by any date agreed to with the landlord, whichever is later, the personal property is conclusively  
3 presumed to be abandoned. The tenant and any lienholder that have been given notice pursuant to  
4 subsection (3) or (4) of this section shall, except with regard to the distribution of sale proceeds  
5 pursuant to subsection (13) of this section, have no further right, title or interest to the personal  
6 property and may not claim or sell the property.

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

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

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

12 (B) The landlord shall:

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

15 (I) That the personal property is abandoned;

16 (II) The tenant's name;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 (B) Unpaid rent.

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

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

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

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

21 (14) The county tax collector **and the Department of Revenue** shall cancel all unpaid property  
22 taxes and **special** assessments as provided under ORS 311.790 **and 305.155** only under one of the  
23 following circumstances:

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

26 (b) There is no buyer of the personal property at a sale described under subsection (11) of this  
27 section **and the landlord disposes of the property.**

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

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

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

34 [(d)(A) *The landlord buys the personal property at a sale described under subsection (11) of this*  
35 *section;*]

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

37 [(C) *The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments*  
38 *owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this*  
39 *section; and]*

40 [(D) *The landlord disposes of the personal property.*]

41 **(d) The landlord buys the personal property at a sale described under subsection (11) of**  
42 **this section and sells the property, in compliance with subsection (15) of this section, to a**  
43 **buyer who intends to occupy the property in the facility in which the property is located.**

44 **(e) The landlord acquires the personal property as a result of an agreement described in**  
45 **subsection (23) of this section and sells the property, in compliance with subsection (15) of**

1 this section, to a buyer who intends to occupy the property in the facility in which the  
2 property is located.

3 (15)(a) Subsection (14)(d) and (e) of this section apply only if:

4 (A) There exists a lien on the personal property for unpaid property taxes and special  
5 assessments owed to a county or to the Department of Revenue and the landlord files an  
6 affidavit or declaration with the county tax collector or the Department of Revenue, as ap-  
7 propriate, that states:

8 (i) The landlord's intent to sell the property in an arm's-length transaction to an unre-  
9 lated buyer who intends to occupy the property in the facility in which the property is lo-  
10 cated; and

11 (ii) That the landlord shall comply with the requirements of this subsection; and

12 (B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files  
13 an affidavit or declaration with the county tax collector or the Department of Revenue, as  
14 appropriate, that states:

15 (i) That the landlord has sold the property in an arm's-length transaction to an unrelated  
16 buyer who intends to occupy the property in the facility in which the property is located;

17 (ii) The sale price and a description of the landlord's claims against the property or costs  
18 from the sale, as described under subsection (13)(a) of this section, and any costs of im-  
19 provements to the property for sale; and

20 (iii) The period of time, which may not be more than is reasonably necessary, that is  
21 taken by the landlord to complete the sale of the property.

22 (b) After a landlord files the affidavit or declaration under paragraph (a)(A) of this sub-  
23 section, the county tax collector shall provide to the landlord a title to the property that the  
24 landlord may then provide to a buyer at the time of the sale of the property.

25 (c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be  
26 accompanied by:

27 (A) Payment to the county tax collector or the Department of Revenue, as appropriate,  
28 of the amount remaining from the sale proceeds after the deduction of the landlord's claims  
29 and costs as described in the affidavit or declaration, up to the amount of the unpaid taxes  
30 or tax lien. The landlord may retain the amount of the sale proceeds that exceed the amount  
31 of the unpaid taxes or tax lien;

32 (B) Payment to the county tax collector of any county warrant fees; and

33 (C) An affidavit or declaration from the buyer that states the buyer's intent to occupy  
34 the property in the facility in which the property is located.

35 (d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax  
36 collector or the Department of Revenue shall cancel all unpaid taxes or tax liens on the  
37 property.

38 [(15)] (16) The landlord is not responsible for any loss to the tenant or lienholder resulting from  
39 storage of personal property in compliance with this section unless the loss was caused by the  
40 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the  
41 landlord is liable for twice the actual damages sustained by the tenant or lienholder.

42 [(16)] (17) Complete compliance in good faith with this section shall constitute a complete de-  
43 fense in any action brought by a tenant or lienholder against a landlord for loss or damage to such  
44 personal property disposed of pursuant to this section.

45 [(17)] (18) If a landlord does not comply with this section:



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

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

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

11 [(18)] (19) The provisions of this section regarding the rights and responsibilities of a tenant to  
12 the abandoned personal property also apply to any lienholder, except that the lienholder may not  
13 sell or remove the dwelling or home unless:

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

15 (b) The tenant or a personal representative or designated person described in subsection [(20)]  
16 (21) of this section has waived all rights under this section pursuant to subsection [(22)] (23) of this  
17 section; or

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

20 (19)(a) (20)(a) Except as provided by subsection [(20)(d)] (21)(d) and (e) of this section, if a  
21 lienholder makes a timely response to a notice of abandoned personal property pursuant to sub-  
22 sections (6) and (8) of this section and so requests, a landlord shall enter into a written storage  
23 agreement with the lienholder providing that the personal property may not be sold or disposed of  
24 by the landlord for up to 12 months. A storage agreement entitles the lienholder to store the per-  
25 sonal property on the previously rented space during the term of the agreement, but does not entitle  
26 anyone to occupy the personal property.

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

30 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
31 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
32 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
33 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
34 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord  
35 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
36 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
37 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy  
38 to the landlord within the 60-day period.

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

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

1 monthly;

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

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

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

19 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge  
20 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no  
21 greater than the increase for other tenants and the landlord gives the lienholder written notice  
22 consistent with the requirements of ORS 90.600 (1).

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

28 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the  
29 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written  
30 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-  
31 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-  
32 nates as provided and the landlord may sell or dispose of the property without further notice to the  
33 lienholder.

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

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

44 (h) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-  
45 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder

1 has sold or removed the property, the landlord may sell or dispose of the property pursuant to this  
2 section without further notice to the lienholder.

3 [(20)] **(21)** If the personal property is considered abandoned as a result of the death of a tenant  
4 who was the only tenant, this section applies, except as follows:

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

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

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

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

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

16 (d) If a personal representative, designated person or other person entitled to possession of the  
17 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period  
18 provided by subsection (6) of this section and so requests, the landlord shall enter into a written  
19 storage agreement with the representative or person providing that the personal property may not  
20 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-  
21 ceedings, whichever is later. A storage agreement entitles the representative or person to store the  
22 personal property on the previously rented space during the term of the agreement, but does not  
23 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may  
24 not enter a similar agreement with a lienholder pursuant to subsection [(19)] **(20)** of this section  
25 until the agreement with the personal representative or designated person ends.

26 (e) If a personal representative or other person requests that a landlord enter into a storage  
27 agreement, subsection [(19)(c)] **(20)(c)** to (e) and (g)(C) of this section applies, with the representative  
28 or person having the rights and responsibilities of a lienholder with regard to the storage agree-  
29 ment.

30 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
31 resentative or person has the right to remove or sell the property, including a sale to a purchaser  
32 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property  
33 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also  
34 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-  
35 ment of all unpaid storage charges and maintenance costs.

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

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

1        [(21)] (22) If a governmental agency determines that the condition of personal property aban-  
2 doned under this section constitutes an extreme health or safety hazard under state or local law and  
3 the agency determines that the hazard endangers others in the facility and requires quick removal  
4 of the property, the landlord may sell or dispose of the property pursuant to this subsection. The  
5 landlord shall comply with all provisions of this section, except as follows:

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

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

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

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

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

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

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

23        (e) A landlord is not required to enter into a storage agreement with a lienholder, personal  
24 representative or designated person pursuant to subsection [(19)] (20) of this section.

25        [(22)(a)] (23)(a) A landlord may sell or dispose of a tenant's abandoned personal property with-  
26 out complying with the provisions of this section if, after termination of the tenancy or no more than  
27 seven days prior to the termination of the tenancy, the following parties so agree in a writing en-  
28 tered into in good faith:

29        (A) The landlord;

30        (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only  
31 tenant, the personal representative, designated person or other person entitled to possession of the  
32 personal property, such as an heir or devisee, as described in subsection [(20)] (21) of this section;  
33 and

34        (C) Any lienholder.

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

38        [(23)] (24) Until personal property is conclusively presumed to be abandoned under subsection  
39 (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal  
40 property.

41        **SECTION 5.** ORS 90.680 is amended to read:

42        90.680. (1) **As used in this section, "consignment" means an agreement in which a tenant**  
43 **authorizes a landlord to sell a manufactured dwelling or floating home on behalf of the ten-**  
44 **ant who owns the dwelling or home in a facility that is owned by the landlord and for which**  
45 **the landlord receives compensation.**

1        [(1)] (2) A landlord may not deny any manufactured dwelling or floating home space tenant the  
2 right to sell a manufactured dwelling or floating home on a rented space or require the tenant to  
3 remove the dwelling or home from the space solely on the basis of the sale.

4        (3) A landlord may not require, as a condition of a tenant's occupancy, consignment of  
5 the tenant's manufactured dwelling or floating home.

6        (4)(a) A landlord may sell a tenant's manufactured dwelling or floating home on  
7 consignment only if:

8        (A) The sale involves a dwelling in a facility and the landlord is licensed to sell dwellings  
9 under ORS 446.661 to 446.756. The license may be held by a person that differs from the  
10 person that owns the facility and is the landlord, if there is common ownership between the  
11 two.

12        (B) The landlord and tenant first enter into a written consignment contract that specifies  
13 at a minimum:

14        (i) The duration of the contract, which, unless extended in writing, may not exceed 180  
15 days;

16        (ii) The estimated square footage of the dwelling or home, and the make, model, year,  
17 vehicle identification number and license plate number, if known;

18        (iii) The price offered for sale of the dwelling or home;

19        (iv) Whether lender financing is permitted and the amount, if any, of the earnest money  
20 deposit;

21        (v) Whether the transaction is intended to be closed through a state-licensed escrow;

22        (vi) All liens, taxes and other charges known to be in existence against the dwelling or  
23 home that must be removed before the tenant can convey marketable title to a prospective  
24 buyer;

25        (vii) The method of marketing the sale of a dwelling or home to the public, such as signs  
26 posted at the facility or through advertisements posted on the Internet or published in  
27 newspapers or in other publications;

28        (viii) The form and amount of compensation to the landlord, such as a fixed fee, a per-  
29 centage of the gross sale price or another similar arrangement. If the form of compensation  
30 is a fixed fee, the contract shall state the amount; and

31        (ix) For the purpose of determining the net sale proceeds that are payable to the tenant,  
32 the manner and order by which the gross sale proceeds will be applied to liens, taxes, actual  
33 costs of sale, landlord compensation and other closing costs.

34        (C) Within 10 days after a sale, the landlord pays to the tenant the tenant's share of the  
35 sale proceeds and provides to the tenant a written accounting for the sale proceeds.

36        [(2)] (b) The landlord may not exact a commission or fee, however designated, or retain a  
37 portion of any sale proceeds for the sale of a manufactured dwelling or floating home on a rented  
38 space unless the landlord has acted as [agent] representative for the seller pursuant to a written  
39 consignment contract.

40        [(3)] (5)(a) The landlord may not deny the tenant the right to place a "for sale" sign on or in  
41 a manufactured dwelling or floating home owned by the tenant. The size, placement and character  
42 of such signs shall be subject to reasonable rules of the landlord.

43        (b) If the landlord advertises a manufactured dwelling or floating home for sale within  
44 the facility, the tenant may advertise the sale of the tenant's dwelling or home by posting a  
45 sign in a similar manner and similar location.

1       **(6) A landlord may not knowingly make false statements to a prospective purchaser**  
2 **about the quality of a tenant's manufactured dwelling or floating home.**

3       **(7) Nothing in this section prevents a landlord from selling to a prospective purchaser a**  
4 **manufactured dwelling or floating home owned by the landlord at a price or on terms, in-**  
5 **cluding space rent, that are more favorable than the price and terms offered for dwellings**  
6 **or homes that are for sale by a tenant.**

7       [(4)] **(8)** If the prospective purchaser of a manufactured dwelling or floating home desires to  
8 leave the dwelling or home on the rented space and become a tenant, the landlord may require in  
9 the rental agreement:

10       (a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days'  
11 notice in writing prior to the sale of the dwelling or home on a rented space;

12       (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and ac-  
13 curate written application for occupancy of the dwelling or home as a tenant after the sale is fi-  
14 nalized and that a prospective purchaser may not occupy the dwelling or home until after the  
15 prospective purchaser is accepted by the landlord as a tenant;

16       (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell  
17 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of  
18 all properly functioning smoke alarms and any other rules and regulations of the facility such as  
19 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

20       (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees,  
21 deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement,  
22 prior to the landlord's acceptance of the prospective purchaser as a tenant.

23       [(5)] **(9)(a)** If a landlord requires a prospective purchaser to submit an application for occupancy  
24 as a tenant under subsection [(4)] **(8)** of this section, **the landlord shall provide, upon request**  
25 **from the purchaser, a copy of the application.** At the time that the landlord gives the prospective  
26 purchaser an application the landlord shall also give the prospective purchaser copies of the state-  
27 ment of policy, the rental agreement and the facility rules and regulations, including any conditions  
28 imposed on a subsequent sale, all as provided by ORS 90.510.

29       **(b)** The terms of the statement, rental agreement and rules and regulations need not be the same  
30 as those in the selling tenant's statement, rental agreement and rules and regulations.

31       **(c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospective purchaser to**  
32 **pay a reasonable copying charge for the documents.**

33       **(d) If a prospective purchaser agrees, a landlord may provide the documents in an elec-**  
34 **tronic format.**

35       [(6)] **(10)** The following apply if a landlord receives an application for tenancy from a prospective  
36 purchaser under subsection [(4)] **(8)** of this section:

37       (a) The landlord shall accept or reject the prospective purchaser's application within seven days  
38 following the day the landlord receives a complete and accurate written application. An application  
39 is not complete until the prospective purchaser pays any required applicant screening charge and  
40 provides the landlord with all information and documentation, including any financial data and ref-  
41 erences, required by the landlord pursuant to ORS 90.510 (5)(i). The landlord and the prospective  
42 purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's  
43 application or to allow the prospective purchaser to address any failure to meet the landlord's  
44 screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice  
45 required under subsection [(4)(a)] **(8)(a)** of this section, the period provided for the landlord to ac-

1 cept or reject a complete and accurate written application is extended to 10 days.

2 **(b) When a landlord considers an application for tenancy from a prospective purchaser**  
 3 **of a dwelling or home from a tenant, the landlord shall apply to the prospective purchaser**  
 4 **credit and conduct screening criteria that are substantially similar to the credit and conduct**  
 5 **screening criteria the landlord applies to a prospective purchaser of a dwelling or home from**  
 6 **the landlord.**

7 [(b)] (c) The landlord may not unreasonably reject a prospective purchaser as a tenant. Rea-  
 8 sonable cause for rejection includes, but is not limited to, failure of the prospective purchaser to  
 9 meet the landlord's conditions for approval as provided in ORS 90.510 (5)(i) or failure of the pro-  
 10 spective purchaser's references to respond to the landlord's timely request for verification within the  
 11 time allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided  
 12 in paragraph [(c)] (d) of this subsection, the landlord shall furnish to the seller and purchaser a  
 13 written statement of the reasons for the rejection.

14 [(c)] (d) If a rejection under paragraph [(b)] (c) of this subsection is based upon a consumer re-  
 15 port, as defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the land-  
 16 lord may not disclose the contents of the report to anyone other than the purchaser. The landlord  
 17 shall disclose to the seller in writing that the rejection is based upon information contained within  
 18 a consumer report and that the landlord may not disclose the information within the report.

19 [(7)] (11) The following apply if a landlord does not require a prospective purchaser to submit  
 20 an application for occupancy as a tenant under subsection [(4)] (8) of this section or if the landlord  
 21 does not accept or reject the prospective purchaser as a tenant within the time required under  
 22 subsection [(6)] (10) of this section:

23 (a) The landlord waives any right to bring an action against the tenant under the rental agree-  
 24 ment for breach of the landlord's right to establish conditions upon and approve a prospective pur-  
 25 chaser of the tenant's dwelling or home;

26 (b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home  
 27 as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

28 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or  
 29 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental  
 30 agreement only if the new tenant agrees in writing.

31 [(8)] (12) A landlord may not, because of the age, size, style or original construction material  
 32 of the dwelling or home or because the dwelling or home was built prior to adoption of the National  
 33 Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-  
 34 ance with the standards of that Act in effect at that time or in compliance with the state building  
 35 code as defined in ORS 455.010:

36 (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or  
 37 home on a rented space within a facility; or

38 (b) Require a prospective purchaser of an existing dwelling or home on a rented space within  
 39 a facility to remove the dwelling or home from the rented space.

40 [(9)] (13) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant's  
 41 dwelling or home in compliance with this section during the notice period. The tenant shall provide  
 42 a prospective purchaser with a copy of any outstanding notice given pursuant to ORS 90.632 prior  
 43 to a sale. The landlord may also give any prospective purchaser a copy of any such notice. The  
 44 landlord may require as a condition of tenancy that a prospective purchaser who desires to leave  
 45 the dwelling or home on the rented space and become a tenant must comply with the notice within

1 the notice period consistent with ORS 90.632. If the tenancy has been terminated pursuant to ORS  
 2 90.632, or the notice period provided in ORS 90.632 has expired without a correction of cause or  
 3 extension of time to correct, a prospective purchaser does not have a right to leave the dwelling  
 4 or home on the rented space and become a tenant.

5 [(10)] (14) Except as provided by subsection [(9)] (13) of this section, after a tenancy has ended  
 6 and during the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell  
 7 the tenant's dwelling or home to a purchaser who wishes to leave the dwelling or home on the  
 8 rented space and become a tenant as provided by this section, if the former tenant makes timely  
 9 periodic payment of all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or  
 10 home and the rented space on which it is stored and enters the premises only with the written  
 11 permission of the landlord. Payment of the storage charges or maintenance of the dwelling or home  
 12 and the space does not create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or  
 13 90.417. A former tenant may not enter the premises without the written permission of the landlord,  
 14 including entry to maintain the dwelling or home or the space or to facilitate a sale.

15 (15) **A landlord or tenant who sells a manufactured dwelling or floating home shall deliver**  
 16 **title to the dwelling or home to the purchaser within 25 business days after completion of**  
 17 **the sale. If the sale by contract requires future payments, the landlord or tenant shall notify**  
 18 **the county that the purchaser is responsible for property tax payments.**

19 **SECTION 6.** ORS 90.710 is amended to read:

20 90.710. (1)(a) **Except as provided in paragraph (b) of this subsection,** any person aggrieved  
 21 by a violation of ORS 90.525, 90.630, 90.680 or 90.765 [*shall have*] **has** a cause of action against the  
 22 violator [*thereof*] for any damages sustained as a result of the violation or \$200, whichever is  
 23 greater.

24 **(b) If a person violates ORS 90.680 three or more times within a 24-month period, a per-**  
 25 **son has a cause of action against the violator for any damages sustained as a result of the**  
 26 **third or subsequent violation or \$500, whichever is greater.**

27 (2)(a) Except as provided in paragraphs (b) and (c) of this subsection, a tenant [*shall have*] **has**  
 28 a cause of action against the landlord for a violation of ORS 90.510 (4) for any damages sustained  
 29 as a result of [*such*] **the** violation, or \$100, whichever is greater.

30 (b) [*However,*] The tenant [*shall have*] **has** no cause of action if, within 10 days after the tenant  
 31 requests a written agreement from the landlord, the landlord offers to enter into a written agree-  
 32 ment [*which*] **that** does not substantially alter the terms of the oral agreement made when the ten-  
 33 ant rented the space and [*which*] **that** complies with this chapter.

34 (c) If, within 10 days after being served with a complaint alleging a violation of ORS 90.510, the  
 35 landlord offers to enter into a written rental agreement with each of the other tenants of the land-  
 36 lord [*which*] **that** does not substantially alter the terms of the oral agreement made when each  
 37 tenant rented the space and [*which*] **that** complies with this chapter, then the landlord [*shall not*  
 38 *be*] **is not** subject to any further liability to [*such*] **the** other tenants for previous violations of ORS  
 39 90.510.

40 (d) Notwithstanding ORS 41.580 (1), if a landlord and a tenant mutually agree on the terms of  
 41 an oral agreement for renting residential property, but the tenant refuses to sign a written memo-  
 42 randum of that agreement after it has been reduced to writing by the landlord and offered to the  
 43 tenant for the tenant's signature, the oral agreement [*shall be*] **is** enforceable notwithstanding the  
 44 tenant's refusal to sign.

45 (e) A purchaser [*shall have*] **has** a cause of action, [*against a seller*] for damages sustained or



1 \$100, whichever is greater, **against a seller** who sells the tenant's manufactured dwelling or floating  
2 home to the purchaser before the landlord has accepted the purchaser as a tenant if:

3 (A) The landlord rejects the purchaser as a tenant; and

4 (B) The seller knew the purchaser intended to leave the manufactured dwelling or floating home  
5 on the space.

6 *[(3) The court may award reasonable attorney fees to the prevailing party in an action under this  
7 section.]*

8 **SECTION 7.** ORS 90.730 is amended to read:

9 90.730. (1) As used in this section, "facility common areas" means all areas under control of the  
10 landlord and held out for the general use of tenants.

11 (2) A landlord who rents a space for a manufactured dwelling or floating home shall at all times  
12 during the tenancy maintain the rented space, vacant spaces in the facility and the facility common  
13 areas in a habitable condition. The landlord does not have a duty to maintain a dwelling or home.  
14 A landlord's habitability duty under this section includes only the matters described in subsections  
15 (3) to (6) of this section.

16 (3) For purposes of this section, a rented space is considered uninhabitable if it substantially  
17 lacks:

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

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

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

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

30 **(e) A natural gas or propane gas supply and a connection to the space approved under  
31 applicable law at the time of installation and maintained in good working order to the extent  
32 that the gas supply system can be controlled by the landlord, if the utility service is provided  
33 within the facility pursuant to the rental agreement;**

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

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

42 **(g) Excluding the normal settling of land, a surface or ground capable of supporting a  
43 manufactured dwelling approved under applicable law at the time of installation and main-  
44 tained to support a dwelling in a safe manner so that it is suitable for occupancy. A  
45 landlord's duty to maintain the surface or ground arises when the landlord knows or should**

1 **know of a condition regarding the surface or ground that makes the dwelling unsafe to oc-**  
2 **cupy; and**

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

6 (4) A rented space is considered uninhabitable if the landlord does not maintain a hazard tree as  
7 required by ORS 90.727.

8 (5) A vacant space in a facility is considered uninhabitable if the space substantially lacks safety  
9 from the hazards of fire or injury.

10 (6) A facility common area is considered uninhabitable if it substantially lacks:

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

14 (b) Safety from the hazards of fire;

15 (c) Trees, shrubbery and grass maintained in a safe manner; [and]

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

20 **(e) Except as otherwise provided by local ordinance or by written agreement between the**  
21 **landlord and the tenant, an adequate number of appropriate receptacles for garbage and**  
22 **rubbish in clean condition and good repair at the time of commencement of the rental**  
23 **agreement and for which the landlord shall provide and maintain appropriate serviceable**  
24 **receptacles thereafter and arrange for their removal.**

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

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

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

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

33 **SECTION 8.** ORS 90.555 is amended to read:

34 90.555. (1) A facility tenant may not rent the tenant's manufactured dwelling or floating home  
35 to another person for a period exceeding three days unless the facility landlord, facility tenant and  
36 dwelling or home renter enter into a written subleasing agreement specifying the rights and obli-  
37 gations of the landlord, tenant and renter during the renter's occupancy of the dwelling or home.  
38 The subleasing agreement shall include, but need not be limited to, provisions that require the  
39 dwelling or home renter to timely pay directly to the facility landlord the space rent, any separately  
40 assessed fees payable under the rental agreement and any separately billed utility or service charge  
41 described in ORS 90.532 (1)(b) or (c), and provisions that grant the dwelling or home renter the same  
42 rights as the facility tenant to cure a violation of the rental agreement for the facility space, to  
43 require facility landlord compliance with ORS 90.730 and to be protected from retaliatory conduct  
44 under ORS 90.765. This subsection does not authorize a facility tenant to rent a manufactured  
45 dwelling or floating home to another person in violation of the rental agreement between the facility

1 tenant and the facility landlord.

2 (2) Notwithstanding ORS 90.100 (47), a facility tenant who enters into a subleasing agreement  
3 continues to be the tenant of the facility space and retains all rights and obligations of a facility  
4 tenant under the rental agreement and this chapter. The occupancy of a manufactured dwelling or  
5 floating home by a renter as provided in a subleasing agreement does not constitute abandonment  
6 of the dwelling or home by the facility tenant.

7 (3) The rights and obligations of the dwelling or home renter under a subleasing agreement are  
8 in addition to the rights and obligations retained by the facility tenant under subsection (2) of this  
9 section. The rights and obligations of the dwelling or home renter under the subleasing agreement  
10 are separate from any rights or obligations of the renter under ORS 90.100 to 90.465 applicable to  
11 the renter's occupancy of the manufactured dwelling or floating home owned by the facility tenant.

12 (4) Unless otherwise provided in the subleasing agreement, a facility landlord may terminate a  
13 subleasing agreement:

14 (a) Without cause by giving the dwelling or home renter written notice not less than 30 days  
15 prior to the termination;

16 (b) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the renter  
17 the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or

18 (c) Subject to the cure right established in subsection (1) of this section and regardless of  
19 whether the landlord terminates the rental agreement of the facility tenant:

20 (A) For nonpayment of facility space rent; or

21 (B) For any conduct by the dwelling or home renter that would be a violation of the rental  
22 agreement under ORS 90.396 or 90.398 if committed by the facility tenant.

23 (5) Upon termination of a subleasing agreement by the facility landlord, whether with or without  
24 cause, the dwelling or home renter and the facility tenant are excused from continued performance  
25 under any agreement for the renter's occupancy of the manufactured dwelling or floating home  
26 owned by the facility tenant.

27 (6)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the fa-  
28 cility tenant of a rental agreement violation, of a law or ordinance violation or of the facility's  
29 closure, conversion or sale, the landlord shall also promptly give a copy of the notice to the dwelling  
30 or home renter. The giving of notice to the dwelling or home renter does not constitute notice to  
31 the facility tenant unless the tenant has expressly appointed the renter as the tenant's agent for  
32 purposes of receiving notice.

33 (b) If the facility landlord gives notice to the dwelling or home renter that the landlord is ter-  
34 minating the subleasing agreement, the landlord shall also promptly give a copy of the notice to the  
35 facility tenant. The landlord shall give the notice to the facility tenant in the same manner as for  
36 giving notice of a rental agreement violation.

37 (c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility  
38 landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwell-  
39 ing or floating home, the tenant shall also promptly give a copy of the notice to the dwelling or  
40 home renter.

41 (d) If the dwelling or home renter gives notice to the facility landlord of a violation of ORS  
42 90.730, the renter shall also promptly give a copy of the notice to the facility tenant.

43 **(7) If the rental agreement permits the facility tenant to sublease the tenant's manu-**  
44 **factured dwelling or floating home, the landlord shall apply to the dwelling or home renter**  
45 **credit and conduct screening criteria that is substantially similar to the credit and conduct**

1 **screening criteria the landlord applies to applicants for a tenancy of a dwelling or home that**  
2 **is either owned by the landlord or on consignment with the landlord under ORS 90.680.**

3 **SECTION 9.** Section 6, chapter 826, Oregon Laws 2005, as amended by section 16, chapter 89,  
4 Oregon Laws 2014, is amended to read:

5 **Sec. 6.** Amounts received as a result of the sale of a manufactured dwelling park to [*a tenants'*  
6 *association, tenants' association supported nonprofit organization as described in ORS 90.820 or entity*  
7 *formed by or associated with the tenants,*] **a corporate entity formed by the tenants of the park,**  
8 **or by a nonprofit corporation or housing authority, as described in section 2, chapter 89,**  
9 **Oregon Laws 2014,** [*to a community development corporation as described in ORS 458.210 or to a*  
10 *housing authority as defined in ORS 456.005*] are exempt from the tax imposed by this chapter.

11 **SECTION 10.** Section 9, chapter 826, Oregon Laws 2005, as amended by section 17, chapter 89,  
12 Oregon Laws 2014, is amended to read:

13 **Sec. 9.** Amounts received as a result of the sale of a manufactured dwelling park to [*a tenants'*  
14 *association, tenants' association supported nonprofit organization as described in ORS 90.820 or entity*  
15 *formed by or associated with the tenants,*] **a corporate entity formed by the tenants of the park,**  
16 **or by a nonprofit corporation or housing authority, as described in section 2, chapter 89,**  
17 **Oregon Laws 2014,** [*to a community development corporation as described in ORS 458.210 or to a*  
18 *housing authority as defined in ORS 456.005*] are exempt from the tax imposed by this chapter.

19 **SECTION 11.** Section 2, chapter 89, Oregon Laws 2014, is amended to read:

20 **Sec. 2.** (1) Within 10 days after delivery of the notice described in [*section 1 of this 2014 Act*]  
21 **section 1, chapter 89, Oregon Laws 2014,** if the tenants choose to compete to purchase the man-  
22 ufactured dwelling park in which the tenants reside, the tenants must notify the owner in writing  
23 of:

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

25 (b) The formation or identification of a single tenants committee formed for the purpose of pur-  
26 chasing the park; and

27 (c) The name and contact information of the representative of the tenants committee with whom  
28 the owner may communicate about the purchase.

29 (2) During the 10-day period, in order to perform a due diligence evaluation of the opportunity  
30 to compete to purchase the park, the representative of the tenants committee may make a written  
31 request for the kind of financial information that a seller of a park would customarily provide to a  
32 prospective purchaser.

33 (3) Of the financial information described in subsection (2) of this section, the owner shall pro-  
34 vide the following information within seven days after delivery of the request by the tenants com-  
35 mittee for the information:

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

37 (b) The total income collected from the park and related profit centers, including storage and  
38 laundry, in the 12-month period immediately before delivery of the notice required by section 1,  
39 **chapter 89, Oregon Laws 2014** [*of this 2014 Act*];

40 (c) The cost of all utilities for the park that were paid by the owner in the 12-month period  
41 immediately before delivery of the notice required by section 1, **chapter 89, Oregon Laws 2014** [*of*  
42 *this 2014 Act*];

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

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

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

2 (4) The owner may:

3 (a) Designate all or part of the financial information provided pursuant to this section as confi-  
4 dential.

5 (b) If the owner designates financial information as confidential, establish, in cooperation with  
6 the representative of the tenants committee, a list of persons with whom the tenants may share the  
7 information, including any of the following persons that are either seeking to purchase the park on  
8 behalf of the tenants committee or assisting the tenants committee in evaluating or purchasing the  
9 park:

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

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

12 (C) A financial institution.

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

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

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

16 (C) Return the information to the owner when the negotiations to purchase the park are com-  
17 pleted or terminated.

18 (5) Within 15 days after delivery of the financial information described in subsection (3) of this  
19 section, **or within 15 days after the end of the 10-day period described in subsection (1) of this**  
20 **section when the representative of the tenants committee does not request financial infor-**  
21 **mation under subsection (2) of this section**, if the tenants choose to continue competing to pur-  
22 chase the park, the tenants committee must:

23 (a) Form a corporate entity under ORS chapter 60, 62 or 65 that is legally capable of purchasing  
24 real property or associate with a nonprofit corporation or housing authority that is legally capable  
25 of purchasing real property or that is advising the tenants about purchasing the park in which the  
26 tenants reside.

27 (b) Submit to the owner a written offer to purchase the park, in the form of a proposed purchase  
28 and sale agreement, and either a copy of the articles of incorporation of the corporate entity or  
29 other evidence of the legal capacity of the formed or associated corporate entity to purchase real  
30 property.

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

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

35 (c) If the tenants do not act as required within the time periods described in this section and  
36 section 1, **chapter 89, Oregon Laws 2014** [*of this 2014 Act*], if the tenants violate the confidentiality  
37 agreement described in this section or if the parties do not reach agreement on a purchase, the  
38 owner is not obligated to take additional action under sections 1 to 5, **chapter 89, Oregon Laws**  
39 **2014** [*of this 2014 Act*].

40 **SECTION 12.** Section 4, chapter 89, Oregon Laws 2014, is amended to read:

41 **Sec. 4.** (1) With regard to a sale or transfer of a manufactured dwelling park, sections 1, 2 and  
42 **3, chapter 89, Oregon Laws 2014**, [*of this 2014 Act*] do not apply to:

43 (a) Any sale or transfer to an individual who would be included within the table of descent and  
44 distribution if the owner of the manufactured dwelling park were to die intestate.

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

1 (c) Any **sale or** transfer by a corporation to an affiliate.

2 (d) Any **sale or** transfer by a partnership to any of its partners.

3 (e) Any sale or transfer of an interest in a limited liability company to any of the limited li-  
4 ability company's members.

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

6 (g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other instru-  
7 ment encumbering a park or any deed given in lieu of a foreclosure.

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

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

11 (j) Any purchase of a park by a governmental entity under the entity's powers of eminent do-  
12 main.

13 (k) Any transfer to a charitable trust.

14 (2) As used in this section, "affiliate" means any shareholder of the **selling or** transferring  
15 corporation, any corporation or entity owned or controlled, directly or indirectly, by the **selling or**  
16 transferring corporation or any other corporation or entity owned or controlled, directly or indi-  
17 rectly, by any shareholder of the **selling or** transferring corporation.

18 **SECTION 13.** Section 18, chapter 89, Oregon Laws 2014, is amended to read:

19 **Sec. 18.** The amendments to sections 6 and 9, chapter 826, Oregon Laws 2005, by sections 16  
20 and 17, **chapter 89, Oregon Laws 2014, [of this 2014 Act]** apply to a sale of a manufactured dwelling  
21 park on or after [*the effective date of this 2014 Act*] **January 1, 2015, and to tax years beginning**  
22 **on or after January 1, 2015, and before January 1, 2020.**

23 **SECTION 14.** Section 7, chapter 826, Oregon Laws 2005, as amended by section 21, chapter 906,  
24 Oregon Laws 2007, and section 36, chapter 750, Oregon Laws 2013, is amended to read:

25 **Sec. 7. (1)** Section 6, chapter 826, Oregon Laws 2005, applies to tax years beginning on or after  
26 January 1, 2006, and before January 1, 2020.

27 **(2) The amendments to section 6, chapter 826, Oregon Laws 2005, by section 9 of this 2015**  
28 **Act apply to tax years beginning on or after January 1, 2015, and before January 1, 2020.**

29 **SECTION 15.** Section 10, chapter 826, Oregon Laws 2005, as amended by section 22, chapter  
30 906, Oregon Laws 2007, and section 37, chapter 750, Oregon Laws 2013, is amended to read:

31 **Sec. 10. (1)** Section 9, chapter 826, Oregon Laws 2005, applies to tax years beginning on or after  
32 January 1, 2006, and before January 1, 2020.

33 **(2) The amendments to section 9, chapter 826, Oregon Laws 2005, by section 10 of this**  
34 **2015 Act apply to tax years beginning on or after January 1, 2015, and before January 1, 2020.**

35 **SECTION 16.** ORS 90.300 is amended to read:

36 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

37 (2)(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a  
38 security deposit. The landlord shall provide the tenant with a receipt for any security deposit the  
39 tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party  
40 to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim  
41 of a creditor of the landlord, including a trustee in bankruptcy.

42 (b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises  
43 at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid  
44 rent and is bound by this section.

45 (3) A written rental agreement, if any, must list a security deposit paid by a tenant or required

1 by a landlord.

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

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

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

14 (6) The landlord may claim all or part of the security deposit only if the landlord required the  
15 security deposit for any or all of the purposes specified in subsection (7) of this section.

16 (7)(a) The landlord may claim from the security deposit only the amount reasonably necessary:

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

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

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

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

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

29 (i) The cleaning is performed by use of a machine specifically designed for cleaning or  
30 shampooing carpets;

31 (ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant  
32 use of the carpet and before the tenant took possession; and

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

36 (B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for  
37 which the tenant is responsible under this subsection if the cleaning or repairs are performed in a  
38 timely manner.

39 (8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent  
40 to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in  
41 a month-to-month tenancy.

42 (9) The landlord must apply any last month's rent deposit to the rent due for the last month of  
43 the tenancy:

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

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

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

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

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

15 (12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after  
16 the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a  
17 written accounting that states specifically the basis or bases of the claim. The landlord shall give  
18 a separate accounting for security deposits and for prepaid rent.

19 (13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion  
20 of the security deposit or prepaid rent that the landlord does not claim in the manner provided by  
21 subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the  
22 tenant delivers possession to the landlord.

23 (14) The landlord shall give the written accounting required under subsection (12) of this section  
24 or shall return the security deposit or prepaid rent as required by subsection (13) of this section by  
25 personal delivery or by first class mail.

26 (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured  
27 dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the  
28 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-  
29 scribed in subsections (12) and (13) of this section commences on the earliest of:

30 (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 [(22)] (23);

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

32 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS  
33 90.425 (10)(b) or 90.675 (10)(b); or

34 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675  
35 (10)(a).

36 (16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad  
37 faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant  
38 under this chapter or the rental agreement, the tenant may recover the money due in an amount  
39 equal to twice the amount:

40 (a) Withheld without a written accounting under subsection (12) of this section; or

41 (b) Withheld in bad faith.

42 (17)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable  
43 property, as provided in ORS 18.618.

44 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS  
45 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall



1 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is  
2 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the  
3 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-  
4 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the  
5 tenant after the garnishment, the landlord is not required to refund or account for the security de-  
6 posit or prepaid rent under subsection (11) of this section.

7 (18) This section does not preclude the landlord or tenant from recovering other damages under  
8 this chapter.

9 **SECTION 17.** ORS 90.545 is amended to read:

10 90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy  
11 for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically  
12 renews as a month-to-month tenancy having the same terms and conditions, other than duration and  
13 rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394,  
14 90.396, 90.398, 90.630 or 90.632.

15 (2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent  
16 with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least  
17 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement  
18 a written statement that summarizes any new or revised terms, conditions, rules or regulations.

19 (3) Notwithstanding ORS 90.610 (3), a landlord's proposed new rental agreement may include  
20 new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules  
21 or regulations:

22 (a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agree-  
23 ment; or

24 (B) Are the same as those offered to new or prospective tenants in the facility at the time the  
25 proposed agreement is submitted to the tenant and for the six-month period preceding the submission  
26 of the proposed agreement or, if there have been no new or prospective tenants during the six-month  
27 period, are the same as are customary for the rental market;

28 (b) Are consistent with the rights and remedies provided to tenants under this chapter, including  
29 the right to keep a pet pursuant to ORS 90.530;

30 (c) Do not relate to the age, size, style, construction material or year of construction of the  
31 manufactured dwelling or floating home contrary to ORS 90.632 (2); and

32 (d) Do not require an alteration of the manufactured dwelling or floating home or alteration or  
33 new construction of an accessory building or structure.

34 (4) A tenant shall accept or reject a landlord's proposed new rental agreement at least 30 days  
35 prior to the ending of the term by giving written notice to the landlord.

36 (5) If a landlord fails to submit a proposed new rental agreement as provided by subsection (2)  
37 of this section, the tenancy renews as a month-to-month tenancy as provided by subsection (1) of this  
38 section.

39 (6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agree-  
40 ment as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending  
41 date without further notice and the landlord may take possession by complying with ORS 105.105  
42 to 105.168.

43 (7) If a tenancy terminates under conditions described in subsection (6) of this section, and the  
44 tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an  
45 action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement

1 with the landlord, with the tenant having the same rights and responsibilities as a lienholder under  
2 ORS 90.675 [(19)] (20), except that the landlord may limit the term of the storage agreement to not  
3 exceed six months. Unless the parties agree otherwise, the storage agreement must commence upon  
4 the date of the termination of the tenancy. The rights under ORS 90.675 of any lienholder are de-  
5 layed until the end of the tenant storage agreement.

6 **SECTION 18.** ORS 90.632 is amended to read:

7 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-  
8 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the  
9 physical condition of the manufactured dwelling or floating home, only by complying with this sec-  
10 tion and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

11 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider  
12 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original  
13 construction material of the dwelling or home or because the dwelling or home was built prior to  
14 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42  
15 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance  
16 with the state building code as defined in ORS 455.010.

17 (3) Except as provided in subsection (5) of this section, if the tenant's dwelling or home is in  
18 disrepair or is deteriorated, a landlord may terminate a rental agreement and require the removal  
19 of a dwelling or home by giving to the tenant not less than 30 days' written notice before the date  
20 designated in the notice for termination.

21 (4) The notice required by subsection (3) of this section must:

22 (a) State facts sufficient to notify the tenant of the causes or reasons for termination of the  
23 tenancy and removal of the dwelling or home;

24 (b) State that the tenant can avoid termination and removal by correcting the cause for termi-  
25 nation and removal within the notice period;

26 (c) Describe what is required to correct the cause for termination;

27 (d) Describe the tenant's right to give the landlord a written notice of correction, where to give  
28 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all  
29 as provided by subsection (6) of this section; and

30 (e) Describe the tenant's right to have the termination and correction period extended as pro-  
31 vided by subsection (7) of this section.

32 (5) The tenant may avoid termination of the tenancy by correcting the cause within the period  
33 specified. However, if substantially the same condition that constituted a prior cause for termination  
34 of which notice was given recurs within 12 months after the date of the notice, the landlord may  
35 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days'  
36 written notice specifying the violation and the date of termination of the tenancy.

37 (6) During the termination notice or extension period, the tenant may give the landlord written  
38 notice that the tenant has corrected the cause for termination. Within a reasonable time after the  
39 tenant's notice of correction, the landlord shall respond to the tenant in writing, stating whether the  
40 landlord agrees that the cause has been corrected. If the tenant's notice of correction is given at  
41 least 14 days prior to the end of the termination notice or extension period, failure by the landlord  
42 to respond as required by this subsection is a defense to a termination based upon the landlord's  
43 notice for termination.

44 (7) Except when the disrepair or deterioration creates a risk of imminent and serious harm to  
45 other dwellings, homes or persons within the facility, the 30-day period provided for the tenant to

1 correct the cause for termination and removal shall be extended by at least:

2 (a) An additional 60 days if:

3 (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar  
4 work and the weather prevents that work during a substantial portion of the 30-day period; or

5 (B) The nature or extent of the correction work is such that it cannot reasonably be completed  
6 within 30 days because of factors such as the amount of work necessary, the type and complexity  
7 of the work and the availability of necessary repair persons; or

8 (b) An additional six months if the disrepair or deterioration has existed for more than the  
9 preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412.

10 (8) In order to have the period for correction extended as provided in subsection (7) of this  
11 section, a tenant must give the landlord written notice describing the necessity for an extension in  
12 order to complete the correction work. The notice must be given a reasonable amount of time prior  
13 to the end of the notice for termination period.

14 (9) A tenancy terminates on the date designated in the notice and without regard to the expi-  
15 ration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless  
16 otherwise agreed, rent is uniformly apportionable from day to day.

17 (10) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent  
18 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying  
19 with ORS 105.105 to 105.168.

20 (11) A landlord may give a copy of the notice for termination required by this section to any  
21 lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other  
22 method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages in-  
23 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a  
24 lienholder.

25 (12) When a tenant has been given a notice for termination pursuant to this section and has  
26 subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have  
27 the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,  
28 within the 90-day period provided by ORS 90.675 [(19)] (20) notwithstanding the expiration of the  
29 notice period provided by this section for the tenant to correct the cause.

30 **SECTION 19. The amendments to ORS 90.300, 90.545, 90.555, 90.632, 90.675, 90.680, 90.710,**  
31 **90.730, 90.732, 308.250 and 446.525 by sections 1 to 8 and 16 to 18 of this 2015 Act become op-**  
32 **erative on January 1, 2016.**

33 **SECTION 20. This 2015 Act takes effect on the 91st day after the date on which the 2015**  
34 **regular session of the Seventy-eighth Legislative Assembly adjourns sine die.**