

**PROPOSED AMENDMENTS TO
SENATE BILL 390**

1 On page 1 of the printed bill, line 2, after “law;” delete the rest of the line
2 and insert “creating new provisions; and amending ORS 90.155, 90.160, 90.220,
3 90.222, 90.302, 90.315, 90.325, 90.412.”

4 Delete lines 5 through 31 and delete pages 2 through 9 and insert:

5 **“SECTION 1. ORS 90.160 is amended to read:**

6 “90.160. (1) Notwithstanding ORCP 10 and not including the seven-day
7 and four-day waiting periods provided in ORS 90.394, where there are refer-
8 ences in this chapter to periods and notices based on a number of days, those
9 days shall be calculated by consecutive calendar days, not including the in-
10 itial day of service, but including the last day until [*the end of that last day*
11 *at 12 midnight*] **11:59 p.m.** Where there are references in this chapter to pe-
12 riods or notices based on a number of hours, those hours shall be calculated
13 in consecutive clock hours, beginning immediately upon service.

14 “(2) Notwithstanding subsection (1) of this section, for 72-hour or 144-hour
15 nonpayment notices under ORS 90.394 that are served pursuant to ORS 90.155
16 (1)(c), the time period described in subsection (1) of this section begins at
17 11:59 p.m. the day the notice is both mailed and attached to the premises.
18 The time period shall end 72 hours or 144 hours, as the case may be, after
19 the time started to run at 11:59 p.m.

20 **“SECTION 2. ORS 105.159 is amended to read:**

21 “105.159. (1) Notwithstanding ORCP 10, the four-day period specified in
22 ORS 105.151 (2) shall:

1 “(a) Commence at 12:01 a.m. on the day [*following*] **after** mailing and
2 service of the notice of restitution pursuant to ORS 105.158, including a
3 Saturday or a Sunday or other legal holiday; and

4 “(b) End [*on the fourth calendar day following*] **at 11:59 p.m. on the**
5 **fourth calendar day after** the mailing and service except that if the fourth
6 day is a Saturday or a Sunday or other legal holiday, the period shall end
7 at [*12 midnight of the day*] **11:59 p.m. on the day** preceding the next judicial
8 day.

9 “(2) Except as provided in subsection (3) of this section, at any time after
10 the expiration of the period provided in the notice of restitution, the plaintiff
11 may request that the clerk of the court issue a writ of execution of judgment
12 of restitution directing the sheriff to enforce the judgment of restitution by
13 returning possession of the premises to the plaintiff. [*Following*] **After** pay-
14 ment of any required fees, the clerk shall issue the writ in substantially the
15 form provided by ORS 105.156.

16 “(3) Unless the judgment otherwise provides, the clerk may not issue a
17 notice of restitution or a writ of execution of judgment of restitution more
18 than 60 days after the judgment is entered or after any date for possession
19 as specified in the judgment, whichever is later.

20 “**SECTION 3.** ORS 90.302 is amended to read:

21 “90.302. (1) A landlord may not charge a fee at the beginning of the
22 tenancy for an anticipated landlord expense and may not require the payment
23 of any fee except as provided in this section. A fee must be described in a
24 written rental agreement.

25 “(2) A landlord may charge a tenant a fee for each occurrence of the
26 following:

27 “(a) A late rent payment, pursuant to ORS 90.260.

28 “(b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the
29 fee may not exceed the amount described in ORS 30.701 (5) plus any amount
30 that a bank has charged the landlord for processing the dishonored check.

1 “(c) Removal or tampering with a properly functioning smoke alarm,
2 smoke detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The
3 landlord may charge a fee of up to \$250 unless the State Fire Marshal as-
4 sesses the tenant a civil penalty for the conduct under ORS 479.990 or under
5 ORS 105.836 to 105.842 and 476.725.

6 “(d) The violation of a written pet agreement or of a rule relating to pets
7 in a facility, pursuant to ORS 90.530.

8 “(e) The abandonment or relinquishment of a dwelling unit during a fixed
9 term tenancy without cause. The fee may not exceed one and one-half times
10 the monthly rent. A landlord may not assess a fee under this paragraph if
11 the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or
12 90.475. If the landlord assesses a fee under this paragraph:

13 “(A) The landlord may not recover unpaid rent for any period of the fixed
14 term tenancy beyond the date that the landlord knew or reasonably should
15 have known of the abandonment or relinquishment;

16 “(B) The landlord may not recover damages related to the cost of renting
17 the dwelling unit to a new tenant; and

18 “(C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

19 “(3)(a) A landlord may charge a tenant a fee under this subsection for a
20 second noncompliance or for a subsequent noncompliance with written rules
21 or policies that describe the prohibited conduct and the fee for a second
22 noncompliance, and for any third or subsequent noncompliance, that occurs
23 within one year after a written warning notice described in subparagraph (A)
24 of this paragraph. **Except as provided in paragraph (b)(H) of this sub-**
25 **section,** the fee may not exceed \$50 for the second noncompliance within one
26 year after the warning notice for the same or a similar noncompliance or \$50
27 plus five percent of the rent payment for the current rental period for a third
28 or subsequent noncompliance within one year after the warning notice for
29 the same or a similar noncompliance. The landlord:

30 “(A) Shall give a tenant a written warning notice that describes:

1 “(i) A specific noncompliance before charging a fee for a second or sub-
2 sequent noncompliance for the same or similar conduct; and

3 “(ii) The amount of the fee for a second noncompliance, and for any sub-
4 sequent noncompliance, that occurs within one year after the warning notice.

5 “(B) Shall give a tenant a written notice describing the noncompliance
6 when assessing a fee for a second or subsequent noncompliance that occurs
7 within one year after the warning notice.

8 “(C) Shall give a warning notice for a noncompliance or assess a fee for
9 a second or subsequent noncompliance within 30 days after the act consti-
10 tuting noncompliance.

11 “(D) May terminate a tenancy for a noncompliance consistent with this
12 chapter instead of assessing a fee under this subsection, but may not assess
13 a fee and terminate a tenancy for the same noncompliance.

14 “(E) May not deduct a fee assessed pursuant to this subsection from a
15 rent payment for the current or a subsequent rental period.

16 “(b) A landlord may charge a tenant a fee for occurrences of noncompli-
17 ance with written rules or policies as provided in paragraph (a) of this sub-
18 section for the following types of noncompliance:

19 “(A) The late payment of a utility or service charge that the tenant owes
20 the landlord as described in ORS 90.315.

21 “(B) Failure to clean up pet waste from a part of the premises other than
22 the dwelling unit.

23 “(C) **Failure to clean up the waste of a service animal or a com-**
24 **panion animal from a part of the premises other than the dwelling**
25 **unit.**

26 “[*C*] (D) Failure to clean up garbage, rubbish and other waste from a
27 part of the premises other than the dwelling unit.

28 “[*D*] (E) Parking violations.

29 “[*E*] (F) The improper use of vehicles within the premises.

30 “[*F*] (G) Smoking in a clearly designated nonsmoking unit or area of the

1 premises.

2 “[G] **(H)** Keeping on the premises an unauthorized pet capable of caus-
3 ing damage to persons or property, as described in ORS 90.405. **The fee for**
4 **a second or any subsequent noncompliance under this subparagraph**
5 **may not exceed \$250. A landlord may not assess this fee before 48**
6 **hours after the required warning notice to the tenant.**

7 “(4) A landlord may not be required to account for or return to the tenant
8 any fee.

9 “(5) Except as provided in subsection (2)(e) of this section, a landlord may
10 not charge a tenant any form of liquidated damages, however designated.

11 “(6) Nonpayment of a fee is not grounds for termination of a rental
12 agreement for nonpayment of rent under ORS 90.394, but is grounds for ter-
13 mination of a rental agreement for cause under ORS 90.392 or 90.630 (1).

14 “(7) This section does not apply to:

15 “(a) Attorney fees awarded pursuant to ORS 90.255;

16 “(b) Applicant screening charges paid pursuant to ORS 90.295;

17 “(c) Charges for improvements or other actions that are requested by the
18 tenant and are not required of the landlord by the rental agreement or by
19 law, including the cost to replace a key lost by a tenant;

20 “(d) Processing fees charged to the landlord by a credit card company and
21 passed through to the tenant for the use of a credit card by the tenant to
22 make a payment when:

23 “(A) The credit card company allows processing fees to be passed through
24 to the credit card holder; and

25 “(B) The landlord allows the tenant to pay in cash or by check; [or]

26 “(e) A requirement by a landlord in a written rental agreement that a
27 tenant obtain and maintain renter’s liability insurance pursuant to ORS
28 90.222[.]; **or**

29 “(f) **Assessments, as defined in ORS 94.550 and 100.005, for a dwelling**
30 **unit that is within a homeowners association organized under ORS**

1 **94.625 or an association of unit owners organized under ORS 100.405,**
2 **respectively, if:**

3 **“(A) The assessments are imposed by the association on a landlord**
4 **who owns a dwelling unit within the association and the landlord**
5 **passes the assessments through to a tenant of the unit;**

6 **“(B) The assessments are imposed by the association on any person**
7 **for expenses related to moving into or out of a unit located within the**
8 **association;**

9 **“(C) The landlord sets forth the assessment requirement in the**
10 **written rental agreement at the commencement of the tenancy; and**

11 **“(D) The landlord gives a copy of the assessment the landlord re-**
12 **ceives from the association to the tenant before or at the time the**
13 **landlord charges the tenant.**

14 **“(8) If a landlord charges a tenant a fee in violation of this section,**
15 **the tenant may recover twice the actual damages of the tenant or \$300,**
16 **whichever is greater. This penalty does not apply to fees described in**
17 **subsection (2) of this section.**

18 **“SECTION 4.** ORS 90.412 is amended to read:

19 **“90.412. (1) As used in this section and ORS 90.414 and 90.417, ‘rent’ does**
20 **not include funds paid to a landlord:**

21 **“(a) Under the United States Housing Act of 1937 (42 U.S.C. 1437f).**

22 **“(b) By any other local, state or federal housing assistance pro-**
23 **gram.**

24 **“(2) Except as otherwise provided in this section, a landlord waives the**
25 **right to terminate a rental agreement for a particular violation of the rental**
26 **agreement or of law if the landlord:**

27 **“(a) During three or more separate rental periods, accepts rent with**
28 **knowledge of the violation by the tenant; or**

29 **“(b) Accepts performance by a tenant that varies from the terms of the**
30 **rental agreement.**

1 “(3) A landlord has not accepted rent for purposes of subsection (2) of this
2 section if:

3 “(a) Within 10 days after receipt of the rent payment, the landlord refunds
4 the rent; or

5 “(b) The rent payment is made in the form of a check that is dishonored.

6 “(4) A landlord does not waive the right to terminate a rental agreement
7 for a violation under any of the following circumstances:

8 “(a) The landlord and tenant agree otherwise after the violation has oc-
9 curred.

10 “(b) The violation concerns the tenant’s conduct and, following the vio-
11 lation but prior to acceptance of rent for three rental periods or performance
12 as described in subsection (2) of this section, the landlord gives a written
13 warning notice to the tenant regarding the violation that:

14 “(A) Describes specifically the conduct that constitutes the violation, ei-
15 ther as a separate and distinct violation, a series or group of violations or
16 a continuous or ongoing violation;

17 “(B) States that the tenant is required to discontinue the conduct or
18 correct the violation; and

19 “(C) States that a reoccurrence of the conduct that constitutes a violation
20 may result in a termination of the tenancy pursuant to ORS 90.392, 90.398,
21 90.405 or 90.630.

22 “(c) **The violation concerns the tenant’s failure to pay money owed**
23 **to the landlord for damage to the premises, damage to any other**
24 **structure located upon the grounds, utility charges, fees or deposits**
25 **and, following the violation but prior to the acceptance of rent for**
26 **three rental periods or performance as described in subsection (2) of**
27 **this section, the landlord gives a written warning notice to the tenant**
28 **regarding the violation that:**

29 “(A) **Describes specifically the basis of the claim and the amount**
30 **of money owed that constitutes the violation;**

1 **“(B) States that the tenant is required to correct the violation by**
2 **paying the money owed; and**

3 **“(C) States that continued nonpayment of the money owed that**
4 **constitutes a violation may result in a termination of the tenancy**
5 **pursuant to ORS 90.392.**

6 ~~“(c) (d)~~ The tenancy consists of rented space for a manufactured dwell-
7 ing or floating home as described in ORS 90.505, and the violation concerns:

8 “(A) Disrepair or deterioration of the manufactured dwelling or floating
9 home pursuant to ORS 90.632; or

10 “(B) A failure to maintain the rented space, as provided by ORS 90.740
11 (2), (4)(b) and (4)(h) and (i).

12 ~~“(d) (e)~~ The termination is under ORS 90.396.

13 ~~“(e) (f)~~ The landlord accepts:

14 “(A) A last month’s rent deposit collected at the beginning of the tenancy,
15 regardless of whether the deposit covers a period beyond a termination date;

16 “(B) Rent distributed pursuant to a court order releasing money paid into
17 court as provided by ORS 90.370 (1); or

18 “(C) Rent paid for a rent obligation not yet due and paid more than one
19 rental period in advance.

20 “(5)(a) For a continuous or ongoing violation, the landlord’s written
21 warning notice under subsection (4)(b) of this section remains effective for
22 12 months and may be renewed with a new warning notice before the end
23 of the 12 months.

24 **“(b) For a violation concerning the tenant’s failure to pay money**
25 **owed to the landlord, the landlord’s written warning notice under**
26 **subsection (4)(c) of this section remains effective for 12 months from**
27 **the date of the tenant’s failure to pay the money owed.**

28 “(6) A landlord that must refund rent under this section shall make the
29 refund to the tenant or other payer by personal delivery or first class mail.
30 The refund may be in the form of the tenant’s or other payer’s check or in

1 any other form of check or money.

2 **“SECTION 5.** ORS 90.222 is amended to read:

3 “90.222. (1) A landlord may require a tenant to obtain and maintain
4 renter’s liability insurance in a written rental agreement. The amount of
5 coverage may not exceed \$100,000 per occurrence or the customary amount
6 required by landlords for similar properties with similar rents in the same
7 rental market, whichever is greater.

8 “(2) Before entering a new tenancy, a landlord:

9 “(a) Shall advise an applicant in writing of a requirement to obtain and
10 maintain renter’s liability insurance and the amount of insurance required
11 **and provide a reasonable written summary of the exceptions to this**
12 **requirement under subsections (8) and (9) of this section.**

13 “(b) May require an applicant to provide documentation of renter’s li-
14 ability insurance coverage before the tenancy begins.

15 “(3) For an existing month-to-month tenancy, the landlord may amend a
16 written rental agreement to require renter’s liability insurance after giving
17 the tenant at least 30 days’ written notice of the requirement **and the**
18 **written summary described in subsection (2) of this section.** If the ten-
19 ant does not obtain renter’s liability insurance within the 30-day period:

20 “(a) The landlord may terminate the tenancy pursuant to ORS 90.392; and

21 “(b) The tenant may cure the cause of the termination as provided by ORS
22 90.392 by obtaining insurance.

23 “(4) A landlord may require [*documentation that the tenant maintains the*
24 *renter’s liability insurance*] **that the tenant provide documentation:**

25 **“(a) That the tenant has named the landlord as an interested party**
26 **on the tenant’s renter’s liability insurance policy authorizing the**
27 **insurer to notify the landlord of:**

28 **“(A) Cancellation or nonrenewal of the policy;**

29 **“(B) Reduction of policy coverage; or**

30 **“(C) Removal of the landlord as an interested party; or**

1 “(b) On a periodic basis related to the coverage period of the renter’s li-
2 ability insurance policy or more frequently if the landlord reasonably be-
3 lieves that the insurance policy is no longer in effect, **that the tenant**
4 **maintains the renter’s liability insurance.**

5 “(5) A landlord may require that a tenant obtain or maintain renter’s li-
6 ability insurance only if the landlord obtains and maintains comparable li-
7 ability insurance and provides documentation to any tenant who requests the
8 documentation, orally or in writing. The landlord may provide documenta-
9 tion to a tenant in person, by mail or by posting in a common area or office.
10 The documentation may consist of a current certificate of coverage. A writ-
11 ten rental agreement that requires a tenant to obtain and maintain renter’s
12 liability insurance must include a description of the requirements of this
13 subsection.

14 “(6) Neither a landlord nor a tenant shall make unreasonable demands
15 that have the effect of harassing the other with regard to providing doc-
16 umentation of insurance coverage.

17 “(7) A landlord may not:

18 “(a) Require that a tenant obtain renter’s liability insurance from a par-
19 ticular insurer;

20 “(b) Require that a tenant name the landlord as an additional insured or
21 as having any [*other*] special status on the tenant’s renter’s liability insur-
22 ance policy **other than as an interested party for the purposes described**
23 **in subsection (4)(a) of this section;**

24 “(c) Require that a tenant waive the insurer’s subrogation rights; or

25 “(d) Make a claim against the tenant’s renter’s liability insurance unless:

26 “(A) The claim is for damages or costs for which the tenant is legally li-
27 able and not for damages or costs that result from ordinary wear and tear,
28 acts of God or the conduct of the landlord;

29 “(B) The claim is greater than the security deposit of the tenant, if any;

30 and

1 “(C) The landlord provides a copy of the claim to the tenant
2 contemporaneous with filing the claim with the insurer.

3 “(8) A landlord may not require a tenant to obtain or maintain renter’s
4 liability insurance if the household income of the tenant is equal to or less
5 than 50 percent of the area median income, adjusted for family size as
6 measured up to a five-person family, as determined by the State Housing
7 Council based on information from the United States Department of Housing
8 and Urban Development.

9 “(9) A landlord may not require a tenant to obtain or maintain renter’s
10 liability insurance if the dwelling unit of the tenant has been subsidized with
11 public funds:

12 “(a) Including federal or state tax credits, federal block grants authorized
13 in the HOME Investment Partnerships Act under Title II of the Cranston-
14 Gonzalez National Affordable Housing Act, as amended, or the Community
15 Development Block Grant program authorized in the Housing and Commu-
16 nity Development Act of 1974, as amended, **project-based federal rent**
17 **subsidy payments under 42 U.S.C. 1437f** and tax-exempt bonds.

18 “(b) Not including **tenant-based** federal rent subsidy payments under **the**
19 **Housing Choice Voucher Program authorized by 42 U.S.C. 1437f or any**
20 **other local, state or federal rental housing assistance.**

21 “(10) Subsection (9) of this section does not apply to a dwelling unit that
22 is not subsidized even if the unit is on premises in which some dwelling units
23 are subsidized.

24 “(11)(a) **If a landlord knowingly violates this section, the tenant may**
25 **recover the actual damages of the tenant or \$250, whichever is greater.**

26 “(b) If a landlord files a frivolous claim against the renter’s liability in-
27 surance of a tenant, the tenant may recover from the landlord the actual
28 damages of the tenant plus \$500.

29 “(12) This section does not:

30 “(a) Affect rights or obligations otherwise provided in this chapter or in

1 the rental agreement.

2 “(b) Apply to tenancies governed by ORS 90.505 to 90.840.

3 **“SECTION 6.** ORS 90.453 is amended to read:

4 “90.453. (1) As used in this section:

5 “(a) ‘Immediate family member’ means, with regard to a tenant who is a
6 victim of domestic violence, sexual assault or stalking, any of the following
7 who is not a perpetrator of the domestic violence, sexual assault or stalking
8 against the tenant:

9 “(A) An adult person related by blood, adoption, marriage or domestic
10 partnership, as defined in ORS 106.310, or as defined or described in similar
11 law in another jurisdiction;

12 “(B) A cohabitant in an intimate relationship;

13 “(C) An unmarried parent of a joint child; or

14 “(D) A child, grandchild, foster child, ward or guardian of the victim or
15 of anyone listed in subparagraph (A), (B) or (C) of this paragraph.

16 “(b) ‘Qualified third party’ means a person that has had individual contact
17 with the tenant and is a law enforcement officer, attorney or licensed health
18 professional or is a victim’s advocate at a victim services provider.

19 “(c) ‘Verification’ means:

20 “(A) A copy of a valid order of protection issued by a court pursuant to
21 ORS 30.866, 107.095 (1)(c), 107.716, 107.718 [*or 163.738*], **107.725, 107.730,**
22 **163.738, 163.765, 163.767 or 163.775** or any other federal, state, local or tribal
23 court order that restrains a person from contact with the tenant;

24 “(B) A copy of a federal agency or state, local or tribal police report re-
25 garding an act of domestic violence, sexual assault or stalking against the
26 tenant;

27 “(C) A copy of a conviction of any person for an act of domestic violence,
28 sexual assault or stalking against the tenant; or

29 “(D) A statement substantially in the form set forth in subsection (3) of
30 this section.

1 “(d) ‘Victim services provider’ means:

2 “(A) A nonprofit agency or program receiving moneys administered by the
3 Department of Human Services or the Department of Justice that offers
4 safety planning, counseling, support or advocacy to victims of domestic vi-
5 olence, sexual assault or stalking; or

6 “(B) A prosecution-based victim assistance program or unit.

7 “(2)(a) If a tenant gives a landlord at least 14 days’ written notice, and
8 the notice so requests, the landlord shall release the tenant and any imme-
9 diate family member of the tenant from the rental agreement.

10 “(b) The notice given by the tenant must specify the release date and must
11 list the names of any immediate family members to be released in addition
12 to the tenant.

13 “(c) The notice must be accompanied by verification that the tenant:

14 “(A) Is protected by a valid order of protection; or

15 “(B) Has been the victim of domestic violence, sexual assault or stalking
16 within the 90 days preceding the date of the notice. For purposes of this
17 subparagraph, any time the perpetrator was incarcerated or residing more
18 than 100 miles from the victim’s home does not count as part of the 90-day
19 period.

20 “(3) A verification statement must be signed by the tenant and the qual-
21 ified third party and be in substantially the following form:

22 “ _____

23 **QUALIFIED THIRD PARTY**

24 **VERIFICATION**

25

26 _____

27 Name of qualified third party

28

29 _____

30 Name of tenant

1 PART 1. STATEMENT BY TENANT

2

3 I, _____ (Name of tenant), do hereby state as follows:

4

5 (A) I or a minor member of my household have been a victim of domestic
6 violence, sexual assault or stalking, as those terms are defined in ORS 90.100.

7

8 (B) The most recent incident(s) that I rely on in support of this statement
9 occurred on the following date(s): _____.

10

11 _____ The time since the most recent incident took place is less than 90 days;
12 or

13

14 _____ The time since the most recent incident took place is less than 90 days
15 if periods when the perpetrator was incarcerated or was living more than 100
16 miles from my home are not counted. The perpetrator was incarcerated from
17 _____ to _____. The perpetrator lived more than 100
18 miles from my home from _____ to _____.

19

20 (C) I hereby declare that the above statement is true to the best of my
21 knowledge and belief, and that I understand it is made for use as evidence
22 in court and is subject to penalty for perjury.

23

24 _____

25 (Signature of tenant)

26 Date: _____

27

28 PART 2. STATEMENT BY QUALIFIED THIRD PARTY

29

30 I, _____ (Name of qualified third party), do hereby verify as follows:

1 (A) I am a law enforcement officer, attorney or licensed health profes-
2 sional or a victim's advocate with a victims services provider, as defined in
3 ORS 90.453.

4
5 (B) My name, business address and business telephone are as follows:

6 _____
7 _____
8 _____

9
10 (C) The person who signed the statement above has informed me that the
11 person or a minor member of the person's household is a victim of domestic
12 violence, sexual assault or stalking, based on incidents that occurred on the
13 dates listed above.

14
15 (D) I reasonably believe the statement of the person above that the person
16 or a minor member of the person's household is a victim of domestic vi-
17 olence, sexual assault or stalking, as those terms are defined in ORS 90.100.
18 I understand that the person who made the statement may use this document
19 as a basis for gaining a release from the rental agreement with the person's
20 landlord.

21
22 I hereby declare that the above statement is true to the best of my
23 knowledge and belief, and that I understand it is made for use as evidence
24 in court and is subject to penalty for perjury.

25
26 _____

27 (Signature of qualified third party
28 making this statement)

29 Date: _____

30 " _____

1 “(4) A tenant and any immediate family member who is released from a
2 rental agreement pursuant to subsection (2) of this section:

3 “(a) Is not liable for rent or damages to the dwelling unit incurred after
4 the release date; and

5 “(b) Is not subject to any fee solely because of termination of the rental
6 agreement.

7 “(5) Notwithstanding the release from a rental agreement of a tenant who
8 is a victim of domestic violence, sexual assault or stalking and any tenant
9 who is an immediate family member of that tenant, other tenants remain
10 subject to the rental agreement.

11 “(6) A landlord may not disclose any information provided by a tenant
12 under this section to a third party unless the disclosure is:

13 “(a) Consented to in writing by the tenant;

14 “(b) Required for use in an eviction proceeding;

15 “(c) Made to a qualified third party; or

16 “(d) Required by law.

17 “(7) The provision of a verification statement under subsection (2) of this
18 section does not waive the confidential or privileged nature of a communi-
19 cation between the victim of domestic violence, sexual assault or stalking
20 and a qualified third party.

21 **“SECTION 7. ORS 90.325 is amended to read:**

22 **“90.325. (1) The tenant shall:**

23 **“(a) Use the parts of the premises including the living room, bedroom,
24 kitchen, bathroom and dining room in a reasonable manner considering the
25 purposes for which they were designed and intended.**

26 **“(b) Keep all areas of the premises under control of the tenant in every
27 part as clean, sanitary and free from all accumulations of debris, filth, rub-
28 bish, garbage, rodents and vermin, as the condition of the premises permits
29 and to the extent that the tenant is responsible for causing the problem. The
30 tenant shall cooperate to a reasonable extent in assisting the landlord in any**

1 reasonable effort to remedy the problem.

2 “(c) Dispose from the dwelling unit all ashes, garbage, rubbish and other
3 waste in a clean, safe and legal manner. With regard to needles, syringes and
4 other infectious waste, as defined in ORS 459.386, the tenant may not dispose
5 of these items by placing them in garbage receptacles or in any other place
6 or manner except as authorized by state and local governmental agencies.

7 “(d) Keep all plumbing fixtures in the dwelling unit or used by the tenant
8 as clean as their condition permits.

9 “(e) Use in a reasonable manner all electrical, plumbing, sanitary, heat-
10 ing, ventilating, air conditioning and other facilities and appliances includ-
11 ing elevators in the premises.

12 “(f) Test at least once every six months and replace batteries as needed
13 in any smoke alarm, smoke detector or carbon monoxide alarm provided by
14 the landlord and notify the landlord in writing of any operating deficiencies.

15 “(g) Behave and require other persons on the premises with the consent
16 of the tenant to behave in a manner that will not disturb the peaceful en-
17 joyment of the premises by neighbors.

18 “(2) A tenant may not:

19 “(a) Remove or tamper with a smoke alarm, smoke detector or carbon
20 monoxide alarm as described in ORS 105.842 or 479.300.

21 “(b) Deliberately or negligently destroy, deface, damage, impair or remove
22 any part of the premises or knowingly permit any person to do so.

23 “(c) **Remove, obstruct or tamper with a sprinkler head used for fire**
24 **suppression.**

25 “(3) **A tenant is not responsible for damage that results from:**

26 “(a) **Acts of God; or**

27 “(b) **Conduct by a perpetrator relating to domestic violence, sexual**
28 **assault or stalking.**

29 “(4) **For damage that results from conduct by a perpetrator relating**
30 **to domestic violence, sexual assault or stalking, a landlord may re-**

1 **quire a tenant to provide verification that the tenant or a member of**
2 **the tenant’s household is a victim of domestic violence, sexual assault**
3 **or stalking as provided by ORS 90.453.**

4 **“SECTION 8.** ORS 90.315 is amended to read:

5 “90.315. (1) As used in this section:

6 **“(a) ‘Public service’ means municipal services and the provision of**
7 **public resources related to the dwelling unit, including street mainte-**
8 **nance, transportation improvements, public transit, public safety and**
9 **parks and open space.**

10 **“(b)(A) ‘Public service charge’ means a charge imposed on a land-**
11 **lord by a utility or service provider, by a utility or service provider on**
12 **behalf of a local government or directly by a local government.**

13 **“(B) ‘Public service charge’ does not include real property taxes,**
14 **income taxes, business license fees or dwelling inspection fees.**

15 **“[(a)] (c) ‘Sewer service’ includes storm water service and wastewater**
16 **service.**

17 **“[(b)] (d) ‘Utility or service’ includes but is not limited to electricity,**
18 **natural or liquid propane gas, oil, water, hot water, heat, air conditioning,**
19 **cable television, direct satellite or other video subscription services, Internet**
20 **access or usage, sewer service, **public services** and garbage collection and**
21 **disposal.**

22 **“(2) The landlord shall disclose to the tenant in writing at or before the**
23 **commencement of the tenancy any utility or service that the tenant pays**
24 **directly to a utility or service provider that benefits, directly, the landlord**
25 **or other tenants. A tenant’s payment for a given utility or service benefits**
26 **the landlord or other tenants if the utility or service is delivered to any area**
27 **other than the tenant’s dwelling unit.**

28 **“(3) If the landlord knowingly fails to disclose those matters required**
29 **under subsection (2) of this section, the tenant may recover twice the actual**
30 **damages sustained or one month’s rent, whichever is greater.**

1 “(4)(a) Except for tenancies covered by ORS 90.505 to 90.840, if a written
2 rental agreement so provides, a landlord may require a tenant to pay to the
3 landlord a utility or service charge **or a public service charge** that has
4 been billed by a utility or service provider to the landlord for utility or
5 service provided directly, **or for a public service provided indirectly**, to
6 the tenant’s dwelling unit or to a common area available to the tenant as
7 part of the tenancy. A utility or service charge that shall be assessed to a
8 tenant for a common area must be described in the written rental agreement
9 separately and distinctly from such a charge for the tenant’s dwelling unit.
10 [*Unless the method of allocating the charges to the tenant is described in the*
11 *tenant’s written rental agreement, the tenant may require that the landlord*
12 *give the tenant a copy of the provider’s bill as a condition of paying the*
13 *charges.*]

14 “(b)(A) **If a rental agreement provides that a landlord may require**
15 **a tenant to pay a utility or service charge, the landlord must bill the**
16 **tenant in writing for the utility or service charge within 30 days after**
17 **receipt of the provider’s bill. If the landlord includes in the bill to the**
18 **tenant a statement of the rent due, the landlord must separately and**
19 **distinctly state the amount of the rent and the amount of the utility**
20 **or service charge.**

21 “(B) **The landlord must provide to the tenant, in the written rental**
22 **agreement or in a bill to the tenant, an explanation of:**

23 “(i) **The manner in which the provider assesses a utility or service**
24 **charge; and**

25 “(ii) **The manner in which the charge is allocated among the ten-**
26 **ants if the provider’s bill to the landlord covers multiple tenants.**

27 “(C) **The landlord must:**

28 “(i) **Include in the bill to the tenant a copy of the provider’s bill;**
29 **or**

30 “(ii) **If the provider’s bill is not included, state that the tenant may**

1 inspect the provider's bill at a reasonable time and place and that the
2 tenant may obtain a copy of the provider's bill by making a request
3 to the landlord during the inspection and upon payment to the land-
4 lord for the reasonable cost of making copies.

5 **“(D) A landlord may require that a bill to the tenant for a utility
6 or service charge is due upon delivery of the bill. A landlord shall treat
7 the tenant's payment as timely for purposes of ORS 90.302 (3)(b)(A) if
8 the payment is made by a date that is specified in the bill and that is
9 not less than 30 days after delivery of the bill.**

10 **“(E) If a written rental agreement so provides, the landlord may
11 deliver a bill to the tenant as provided in ORS 90.155 or by electronic
12 means.**

13 **“[(b)] (c)** Except as provided in this paragraph, a utility or service charge
14 may only include the cost of the utility or service as billed to the landlord
15 by the provider. A landlord may add an additional amount to a utility or
16 service charge billed to the tenant if:

17 **“(A)** The utility or service charge to which the additional amount is added
18 is for cable television, direct satellite or other video subscription services
19 or for Internet access or usage;

20 **“(B)** The additional amount is not more than 10 percent of the utility or
21 service charge billed to the tenant;

22 **“(C)** The total of the utility or service charge and the additional amount
23 is less than the typical periodic cost the tenant would incur if the tenant
24 contracted directly with the provider for the cable television, direct satellite
25 or other video subscription services or for Internet access or usage;

26 **“(D)** The written rental agreement providing for the utility or service
27 charge describes the additional amount separately and distinctly from the
28 utility or service charge; and

29 **“(E)** Any billing or notice from the landlord regarding the utility or ser-
30 vice charge lists the additional amount separately and distinctly from the

1 utility or service charge.

2 “(d)(A) A landlord must provide 60 days’ written notice to a tenant
3 before the landlord may amend an existing rental agreement for a
4 month-to-month tenancy to require a tenant to pay a public service
5 charge that was adopted by a utility or service provider or a local
6 government within the previous six months.

7 “(B) A landlord may not hold a tenant liable for a public service
8 charge billed to a previous tenant.

9 “[c] (C) A landlord may not require a tenant to agree to the amendment
10 of an existing rental agreement, and may not terminate a tenant for refusing
11 to agree to the amendment of a rental agreement, if the amendment would
12 obligate the tenant to pay an additional amount for cable television, direct
13 satellite or other video subscription services or for Internet access or usage
14 as provided under paragraph [(b)] (c) of this subsection.

15 “[d] (e) A utility or service charge, including any additional amount
16 added pursuant to paragraph [(b)] (c) of this subsection, is not rent or a fee.
17 Nonpayment of a utility or service charge is not grounds for termination of
18 a rental agreement for nonpayment of rent under ORS 90.394 but is grounds
19 for termination of a rental agreement for cause under ORS 90.392.

20 “[e] (f) If a landlord fails to comply with paragraph (a), (b), [or] (c) or
21 (d) of this subsection, the tenant may recover from the landlord an amount
22 equal to one month’s periodic rent or twice the amount wrongfully charged
23 to the tenant, whichever is greater.

24 “(5)(a) If a tenant, under the rental agreement, is responsible for a utility
25 or service and is unable to obtain the service prior to moving into the
26 premises due to a nonpayment of an outstanding amount due by a previous
27 tenant or the owner, the tenant may either:

28 “(A) Pay the outstanding amount and deduct the amount from the rent;

29 “(B) Enter into a mutual agreement with the landlord to resolve the lack
30 of service; or

1 “(C) Immediately terminate the rental agreement by giving the landlord
2 actual notice and the reason for the termination.

3 “(b) If the tenancy terminates, the landlord shall return all moneys paid
4 by the tenant as deposits, rent or fees within four days after termination.

5 “(6) If a tenant, under the rental agreement, is responsible for a utility
6 or service and is unable to obtain the service after moving into the premises
7 due to a nonpayment of an outstanding amount due by a previous tenant or
8 the owner, the tenant may either:

9 “(a) Pay the outstanding amount and deduct the amount from the rent;
10 or

11 “(b) Terminate the rental agreement by giving the landlord actual notice
12 72 hours prior to the date of termination and the reason for the termination.
13 The tenancy does not terminate if the landlord restores service or the
14 availability of service during the 72 hours. If the tenancy terminates, the
15 tenant may recover actual damages from the landlord resulting from the
16 shutoff and the landlord shall return:

17 “(A) Within four days after termination, all rent and fees; and

18 “(B) All of the security deposit owed to the tenant under ORS 90.300.

19 “(7) If a landlord, under the rental agreement, is responsible for a utility
20 or service and the utility or service is shut off due to a nonpayment of an
21 outstanding amount, the tenant may either:

22 “(a) Pay the outstanding balance and deduct the amount from the rent;
23 or

24 “(b) Terminate the rental agreement by giving the landlord actual notice
25 72 hours prior to the date of termination and the reason for the termination.
26 The tenancy does not terminate if the landlord restores service during the
27 72 hours. If the tenancy terminates, the tenant may recover actual damages
28 from the landlord resulting from the shutoff and the landlord shall return:

29 “(A) Within four days after termination, all rent prepaid for the month
30 in which the termination occurs prorated from the date of termination or the

1 date the tenant vacates the premises, whichever is later, and any other pre-
2 paid rent; and

3 “(B) All of the security deposit owed to the tenant under ORS 90.300.

4 “(8) If a landlord fails to return to the tenant the moneys owed as pro-
5 vided in subsection (5), (6) or (7) of this section, the tenant shall be entitled
6 to twice the amount wrongfully withheld.

7 “(9) This section does not preclude the tenant from pursuing any other
8 remedies under this chapter.

9 **“SECTION 9.** ORS 90.155 is amended to read:

10 “90.155. (1) Except as provided in ORS 90.300, **90.315**, 90.425 and 90.675,
11 where this chapter requires written notice, service or delivery of that written
12 notice shall be executed by one or more of the following methods:

13 “(a) Personal delivery to the landlord or tenant;

14 “(b) First class mail to the landlord or tenant; or

15 “(c) If a written rental agreement so provides, both first class mail and
16 attachment to a designated location. In order for a written rental agreement
17 to provide for mail and attachment service of written notices from the
18 landlord to the tenant, the agreement must also provide for such service of
19 written notices from the tenant to the landlord. Mail and attachment service
20 of written notices shall be executed as follows:

21 “(A) For written notices from the landlord to the tenant, the first class
22 mail notice copy shall be addressed to the tenant at the premises and the
23 second notice copy shall be attached in a secure manner to the main en-
24 trance to that portion of the premises of which the tenant has possession;
25 and

26 “(B) For written notices from the tenant to the landlord, the first class
27 mail notice copy shall be addressed to the landlord at an address as desig-
28 nated in the written rental agreement and the second notice copy shall be
29 attached in a secure manner to the landlord’s designated location, which
30 shall be described with particularity in the written rental agreement, rea-

1 sonably located in relation to the tenant and available at all hours.

2 “(2) If a notice is served by mail, the minimum period for compliance or
3 termination of tenancy, as appropriate, shall be extended by three days, and
4 the notice shall include the extension in the period provided.

5 “(3) A landlord or tenant may utilize alternative methods of notifying the
6 other so long as the alternative method is in addition to one of the service
7 methods described in subsection (1) of this section.

8 “(4) Notwithstanding ORS 90.510 (4), after 30 days’ written notice, a
9 landlord may unilaterally amend a rental agreement for a manufactured
10 dwelling or floating home that is subject to ORS 90.505 to 90.840 to provide
11 for service or delivery of written notices by mail and attachment service as
12 provided by subsection (1)(c) of this section.

13 **“SECTION 10.** ORS 90.220 is amended to read:

14 “90.220. (1) A landlord and a tenant may include in a rental agreement
15 terms and conditions not prohibited by this chapter or other rule of law in-
16 cluding rent, term of the agreement and other provisions governing the
17 rights and obligations of the parties.

18 “(2) The terms of a fixed term tenancy, including the amount of rent, may
19 not be unilaterally amended by the landlord or tenant.

20 “(3) The landlord shall provide the tenant with a copy of any written
21 rental agreement and all amendments and additions thereto.

22 “(4) Except as provided in this subsection, the rental agreement must in-
23 clude a disclosure of the smoking policy for the premises that complies with
24 ORS 479.305. A disclosure of smoking policy is not required in a rental
25 agreement subject to ORS 90.505 to 90.840 for space in a facility as defined
26 in ORS 90.100.

27 “(5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to
28 which ORS 90.100 to 90.465 apply may include in the rental agreement a
29 provision for informal dispute resolution.

30 “(6) In absence of agreement, the tenant shall pay as rent the fair rental

1 value for the use and occupancy of the dwelling unit.

2 “(7) Except as otherwise provided by this chapter:

3 “(a) Rent is payable without demand or notice at the time and place
4 agreed upon by the parties. Unless otherwise agreed, rent is payable at the
5 dwelling unit, periodic rent is payable at the beginning of any term of one
6 month or less and otherwise in equal monthly or weekly installments at the
7 beginning of each month or week, depending on whether the tenancy is
8 month-to-month or week-to-week. Rent may not be considered to be due prior
9 to the first day of each rental period. Rent may not be increased without a
10 30-day written notice thereof in the case of a month-to-month tenancy or a
11 seven-day written notice thereof in the case of a week-to-week tenancy.

12 “(b) If a rental agreement does not create a week-to-week tenancy, as de-
13 fined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-
14 to-month tenancy.

15 “(8) Except as provided by ORS 90.427 (7), a tenant is responsible for
16 payment of rent until the earlier of:

17 “(a) The date that a notice terminating the tenancy expires;

18 “(b) The date that the tenancy terminates by its own terms;

19 “(c) The date that the tenancy terminates by surrender;

20 “(d) The date that the tenancy terminates as a result of the landlord
21 failing to use reasonable efforts to rent the dwelling unit to a new tenant
22 as provided under ORS 90.410 (3);

23 “(e) The date when a new tenancy with a new tenant begins;

24 “(f) Thirty days after delivery of possession without prior notice of ter-
25 mination of a month-to-month tenancy; or

26 “(g) Ten days after delivery of possession without prior notice of termi-
27 nation of a week-to-week tenancy.

28 “(9)(a) **Notwithstanding a provision in a rental agreement regarding**
29 **the order of application of tenant payments, a landlord shall apply**
30 **tenant payments in the following order:**

1 **“(A) Outstanding rent from prior rental periods;**

2 **“(B) Rent for the current rental period;**

3 **“(C) Utility or service charges;**

4 **“(D) Late rent payment charges; and**

5 **“(E) Fees or charges owed by the tenant under ORS 90.302 or other**
6 **fees or charges related to damage claims or other claims against the**
7 **tenant.**

8 **“(b) This subsection does not apply to rental agreements subject to**
9 **ORS 90.505 to 90.840.**

10 **“SECTION 11. The amendments to ORS 90.220 by section 10 of this**
11 **2015 Act apply to:**

12 **“(1) Rental agreements for fixed term tenancies entered into or re-**
13 **newed after the effective date of this 2015 Act; and**

14 **“(2) Rental agreements for month-to-month tenancies and week-**
15 **to-week tenancies in effect on or after the effective date of this 2015**
16 **Act.**

17 **“SECTION 12. Section 13 of this 2015 Act is added to and made a**
18 **part of ORS 90.100 to 90.465.**

19 **“SECTION 13. (1) As used in this section, ‘bedroom’ has the mean-**
20 **ing given that term in ORS 90.262.**

21 **“(2) A landlord shall provide at all times during the tenancy a route**
22 **of exit from a bedroom, other than the main entrance to the bedroom,**
23 **for use during an emergency. The secondary route of exit must con-**
24 **form to applicable law.**

25 **“(3)(a) If the landlord fails to comply with the requirements of this**
26 **section, the tenant may recover actual damages, and the tenant may**
27 **terminate the tenancy by providing the landlord actual notice and a**
28 **description of the noncompliance 72 hours prior to the date of termi-**
29 **nation.**

30 **“(b) If the landlord cures the noncompliance within the 72-hour**

1 **period:**

2 **“(A) The tenancy does not terminate; and**

3 **“(B) The tenant may recover the tenant’s actual damages.**

4 **“(c) If the landlord fails to cure the noncompliance within the**
5 **72-hour period:**

6 **“(A) The tenancy terminates;**

7 **“(B) The tenant may recover twice the tenant’s actual damages or**
8 **twice the periodic rent, whichever is greater; and**

9 **“(C) The landlord must return all security deposits and prepaid rent**
10 **owed to the tenant under ORS 90.300 within four days after the ter-**
11 **mination.”.**

12
