

**PROPOSED AMENDMENTS TO
HOUSE BILL 3016**

1 On page 1 of the printed bill, line 2, after the second semicolon delete the
2 rest of the line and delete lines 3 and 4 and insert “amending ORS 90.300,
3 90.545, 90.555, 90.632, 90.675, 90.680, 90.710, 90.730, 90.732, 308.250 and 446.525
4 and sections 6, 7, 9 and 10, chapter 826, Oregon Laws 2005, and sections 2,
5 4 and 18, chapter 89, Oregon Laws 2014; and prescribing an effective date.”.

6 Delete lines 6 through 29 and delete pages 2 through 4 and insert:

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

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

12 “(2)(a) If the total assessed value of all taxable personal property required
13 to be reported under ORS 308.290 in any county of any taxpayer is less than
14 \$12,500 in any assessment year, the county assessor shall cancel the ad
15 valorem tax assessment for property required to be reported under ORS
16 308.290 for that year.

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

1 “(3) In any assessment year or years following an assessment year for
2 which taxes are canceled under subsection (2)(a) of this section, the taxpayer
3 may meet the requirements of ORS 308.290 by filing, within the time required
4 or extended under ORS 308.290, a verified statement with the county assessor
5 indicating that the total assessed value of all taxable personal property of
6 the taxpayer required to be reported under ORS 308.290 in the county is less
7 than \$12,500. The statement shall contain the name and address of the tax-
8 payer, the information needed to identify the account and other pertinent
9 information, but shall not be required to contain a listing or value of prop-
10 erty or property additions or retirements.

11 “(4)(a) For each tax year beginning on or after July 1, 2003, the Depart-
12 ment of Revenue shall recompute the maximum amount of the assessed value
13 of taxable personal property in subsection (2)(a) and (b) of this section for
14 which ad valorem property taxes may be canceled under this section. The
15 computation shall be as follows:

16 “(A) Divide the average U.S. City Average Consumer Price Index for the
17 prior calendar year by the average U.S. City Average Consumer Price Index
18 for 2002.

19 “(B) Recompute the maximum amount of assessed value for which taxes
20 may be canceled under subsection (2)(a) or (b) of this section by multiplying
21 \$12,500 by the appropriate indexing factor determined as provided in sub-
22 paragraph (A) of this paragraph.

23 “(b) As used in this subsection, ‘U.S. City Average Consumer Price
24 Index’ means the U.S. City Average Consumer Price Index for All Urban
25 Consumers (All Items) as published by the Bureau of Labor Statistics of the
26 United States Department of Labor.

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

30 “**SECTION 2.** ORS 446.525 is amended to read:

1 “446.525. (1) **Except as provided in ORS 308.250 (2)(b)**, a special as-
2 essment is levied annually upon each manufactured dwelling that is as-
3 sessed for ad valorem property tax purposes as personal property. The
4 amount of the assessment is [~~\$6~~] **\$10**.

5 “(2) On or before July 15 of each year, the county assessor shall determine
6 and list the manufactured dwellings in the county that are assessed for the
7 current assessment year as personal property. Upon making a determination
8 and list, the county assessor shall cause the special assessment levied under
9 subsection (1) of this section to be entered on the general assessment and tax
10 roll prepared for the current assessment year as a charge against each
11 manufactured dwelling so listed. Upon entry, the special assessment shall
12 become a lien, be assessed and be collected in the same manner and with the
13 same interest, penalty and cost charges as apply to ad valorem property taxes
14 in this state.

15 “(3) Any amounts of special assessment collected pursuant to subsection
16 (2) of this section shall be deposited in the county treasury, [*shall be*] paid
17 over by the county treasurer to the State Treasury and [*shall be*] credited
18 to the Mobile Home Parks Account to be used exclusively for carrying out
19 ORS 446.380, 446.385, 446.392 and 446.543 [*and*], implementing the policies
20 described in ORS 446.515 **and compensating the county for billing and**
21 **collecting any special assessment under subsection (2) of this section.**
22 **The Housing and Community Services Department shall pay to a**
23 **county \$1.50 for each special assessment account that the county bills**
24 **under subsection (2) of this section.**

25 “(4) In lieu of the procedures under subsection (2) of this section, the
26 Director of the Housing and Community Services Department may make a
27 direct billing of the special assessment to the owners of manufactured
28 dwellings and receive payment of the special assessment from those owners.
29 In the event that under the billing procedures any owner fails to make pay-
30 ment, the unpaid special assessment shall become a lien against the manu-

1 factured dwelling and may be collected under contract or other agreement
2 by a collection agency or may be collected under ORS 293.250, or the lien
3 may be foreclosed by suit as provided under ORS chapter 88 or as provided
4 under ORS 87.272 to 87.306. Upon collection under this subsection, the
5 amounts of special assessment shall be deposited in the State Treasury and
6 shall be credited to the Mobile Home Parks Account to be used exclusively
7 for carrying out ORS 446.380, 446.385, 446.392 and 446.543 and implementing
8 the policies described in ORS 446.515.

9 **“SECTION 3.** ORS 90.732 is amended to read:

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

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

19 “(b) The name of the park.

20 “(c) The physical address of the park or, if different from the physical
21 address, the mailing address.

22 “(d) A telephone number of the park.

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

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

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

30 “(4) Notwithstanding subsections (1) to (3) of this section, the department

1 may provide for registration and confirmation of registration to be accom-
2 plished by electronic means instead of in writing.

3 “(5) Moneys from registration fees described in subsection (1) of this
4 section shall be deposited in the Mobile Home Parks Account. Notwith-
5 standing ORS 446.533, moneys deposited in the account under this section
6 are continuously appropriated to the department for the purpose of imple-
7 menting and administering the duties of the department under this section
8 and ORS 90.734 and 90.738.

9 **“SECTION 4.** ORS 90.675 is amended to read:

10 “90.675. (1) As used in this section:

11 “(a) ‘Current market value’ means the amount in cash, as determined by
12 the county assessor, that could reasonably be expected to be paid for per-
13 sonal property by an informed buyer to an informed seller, each acting
14 without compulsion in an arm’s-length transaction occurring on the assess-
15 ment date for the tax year or on the date of a subsequent reappraisal by the
16 county assessor.

17 “(b) ‘Dispose of the personal property’ means that, if reasonably appro-
18 priate, the landlord may throw away the property or may give it without
19 consideration to a nonprofit organization or to a person unrelated to the
20 landlord. The landlord may not retain the property for personal use or ben-
21 efit.

22 “(c) ‘Lienholder’ means any lienholder of abandoned personal property, if
23 the lien is of record or the lienholder is actually known to the landlord.

24 “(d) ‘Of record’ means:

25 “(A) For a manufactured dwelling, that a security interest has been
26 properly recorded in the records of the Department of Consumer and Busi-
27 ness Services pursuant to ORS 446.611 or on a certificate of title issued by
28 the Department of Transportation prior to May 1, 2005.

29 “(B) For a floating home, that a security interest has been properly re-
30 corded with the State Marine Board pursuant to ORS 830.740 to 830.755 for

1 a home registered and titled with the board pursuant to ORS 830.715.

2 “(e) ‘Personal property’ means only a manufactured dwelling or floating
3 home located in a facility and subject to ORS 90.505 to 90.840. ‘Personal
4 property’ does not include goods left inside a manufactured dwelling or
5 floating home or left upon a rented space and subject to disposition under
6 ORS 90.425.

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

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

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

20 “(c) The landlord receives possession of the premises from the sheriff
21 following restitution pursuant to ORS 105.161.

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

25 “(a) Personally delivered to the tenant; or

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

27 “(A) The premises;

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

30 “(C) The most recent forwarding address if provided by the tenant or ac-

1 tually known to the landlord.

2 “(4)(a) A landlord shall also give a copy of the notice described in sub-
3 section (3) of this section to:

4 “(A) Any lienholder of the personal property;

5 “(B) The tax collector of the county where the personal property is lo-
6 cated; and

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

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

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

14 “(A) Actually known to the landlord;

15 “(B) Of record; and

16 “(C) Provided to the landlord by the lienholder in a written notice that
17 identifies the personal property subject to the lien and that was sent to the
18 landlord by certified mail with return receipt requested within the preceding
19 five years. The notice must identify the personal property by describing the
20 physical address of the property.

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

23 “(a) The personal property left upon the premises is considered aban-
24 doned;

25 “(b) The tenant or any lienholder must contact the landlord by a specified
26 date, as provided in subsection (6) of this section, to arrange for the removal
27 of the abandoned personal property;

28 “(c) The personal property is stored on the rented space;

29 “(d) The tenant or any lienholder, except as provided by subsection
30 [(18)] (19) of this section, may arrange for removal of the personal property

1 by contacting the landlord at a described telephone number or address on
2 or before the specified date;

3 “(e) The landlord shall make the personal property available for removal
4 by the tenant or any lienholder, except as provided by subsection [(18)] (19)
5 of this section, by appointment at reasonable times;

6 “(f) If the personal property is considered to be abandoned pursuant to
7 subsection (2)(a) or (b) of this section, the landlord may require payment of
8 storage charges, as provided by subsection (7)(b) of this section, prior to re-
9 leasing the personal property to the tenant or any lienholder;

10 “(g) If the personal property is considered to be abandoned pursuant to
11 subsection (2)(c) of this section, the landlord may not require payment of
12 storage charges prior to releasing the personal property;

13 “(h) If the tenant or any lienholder fails to contact the landlord by the
14 specified date or fails to remove the personal property within 30 days after
15 that contact, the landlord may sell or dispose of the personal property. If the
16 landlord reasonably believes the county assessor will determine that the
17 current market value of the personal property is \$8,000 or less, and the
18 landlord intends to dispose of the property if the property is not claimed, the
19 notice shall state that belief and intent; and

20 “(i) If applicable, there is a lienholder that has a right to claim the per-
21 sonal property, except as provided by subsection [(18)] (19) of this section.

22 “(6) For purposes of subsection (5) of this section, the specified date by
23 which a tenant or lienholder must contact a landlord to arrange for the
24 disposition of abandoned personal property must be not less than 45 days
25 after personal delivery or mailing of the notice.

26 “(7) After notifying the tenant as required by subsection (3) of this sec-
27 tion, the landlord:

28 “(a) Shall store the abandoned personal property of the tenant on the
29 rented space and shall exercise reasonable care for the personal property;
30 and

1 “(b) Is entitled to reasonable or actual storage charges and costs inci-
2 dental to storage or disposal. The storage charge may be no greater than the
3 monthly space rent last payable by the tenant.

4 “(8) If a tenant or lienholder, upon the receipt of the notice provided by
5 subsection (3) or (4) of this section or otherwise, responds by actual notice
6 to the landlord on or before the specified date in the landlord’s notice that
7 the tenant or lienholder intends to remove the personal property from the
8 premises, the landlord must make that personal property available for re-
9 moval by the tenant or lienholder by appointment at reasonable times during
10 the 30 days following the date of the response, subject to subsection [(18)]
11 **(19)** of this section. If the personal property is considered to be abandoned
12 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to sub-
13 section (2)(c) of this section, the landlord may require payment of storage
14 charges, as provided in subsection (7)(b) of this section, prior to allowing the
15 tenant or lienholder to remove the personal property. Acceptance by a land-
16 lord of such payment does not operate to create or reinstate a tenancy or
17 create a waiver pursuant to ORS 90.412 or 90.417.

18 “(9) Except as provided in subsections [(18) to (20)] **(19) to (21)** of this
19 section, if the tenant or lienholder does not respond within the time provided
20 by the landlord’s notice, or the tenant or lienholder does not remove the
21 personal property within 30 days after responding to the landlord or by any
22 date agreed to with the landlord, whichever is later, the personal property
23 is conclusively presumed to be abandoned. The tenant and any lienholder
24 that have been given notice pursuant to subsection (3) or (4) of this section
25 shall, except with regard to the distribution of sale proceeds pursuant to
26 subsection (13) of this section, have no further right, title or interest to the
27 personal property and may not claim or sell the property.

28 “(10) If the personal property is presumed to be abandoned under sub-
29 section (9) of this section, the landlord then may:

30 “(a) Sell the personal property at a public or private sale, provided that

1 prior to the sale:

2 “(A) The landlord may seek to transfer ownership of record of the per-
3 sonal property by complying with the requirements of the appropriate state
4 agency; and

5 “(B) The landlord shall:

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

8 “(I) That the personal property is abandoned;

9 “(II) The tenant’s name;

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

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

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

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

18 “(ii) At a reasonable time prior to the sale, give a copy of the notice re-
19 quired by sub-subparagraph (i) of this subparagraph to the tenant and to any
20 lienholder, by personal delivery or first class mail, except that for any
21 lienholder, mail service must be by first class mail with certificate of mail-
22 ing;

23 “(iii) Obtain an affidavit of publication from the newspaper to show that
24 the notice required under sub-subparagraph (i) of this subparagraph ran in
25 the newspaper at least one day in each of two consecutive weeks prior to the
26 date scheduled for the sale or the last date bids will be accepted; and

27 “(iv) Obtain written proof from the county that all property taxes and
28 assessments on the personal property have been paid or, if not paid, that the
29 county has authorized the sale, with the sale proceeds to be distributed
30 pursuant to subsection (13) of this section; or

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

4 “(11)(a) A public or private sale authorized by this section must be con-
5 ducted consistent with the terms listed in subsection (10)(a)(B)(i) of this
6 section. Every aspect of the sale including the method, manner, time, place
7 and terms must be commercially reasonable.

8 “(b) If there is no buyer at a sale described under paragraph (a) of this
9 subsection, the personal property is considered to be worth \$8,000 or less,
10 regardless of current market value, and the landlord shall destroy or other-
11 wise dispose of the personal property.

12 “(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord inten-
13 tionally misrepresents the condition of personal property, the landlord is not
14 liable for the condition of the personal property to:

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

17 “(b) A person or nonprofit organization to whom the landlord gives the
18 personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this sec-
19 tion.

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

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

22 “(B) Unpaid rent.

23 “(b) After deducting the amounts listed in paragraph (a) of this sub-
24 section, the landlord shall remit the remaining proceeds, if any, to the
25 county tax collector to the extent of any unpaid property taxes and assess-
26 ments owed on the dwelling or home.

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

1 “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of
2 this subsection, if applicable, the landlord shall remit to the tenant the re-
3 maining proceeds, if any, together with an itemized accounting.

4 “(e) If the tenant cannot after due diligence be found, the landlord shall
5 deposit the remaining proceeds with the county treasurer of the county in
6 which the sale occurred. If not claimed within three years, the deposited
7 proceeds revert to the general fund of the county and are available for gen-
8 eral purposes.

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

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

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

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

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

20 “(C) The proceeds of the sale are insufficient to satisfy the unpaid prop-
21 erty taxes and assessments owed on the personal property after distribution
22 of the proceeds pursuant to subsection (13) of this section.

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

25 “[*(B) The current market value of the personal property is more than*
26 *\$8,000;*]

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

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

1 “(d) The landlord buys the personal property at a sale described
2 under subsection (11) of this section and sells the property, in compli-
3 ance with subsection (15) of this section, to a buyer who intends to
4 occupy the property in the facility in which the property is located.

5 “(e) The landlord acquires the personal property as a result of an
6 agreement described in subsection (23) of this section and sells the
7 property, in compliance with subsection (15) of this section, to a buyer
8 who intends to occupy the property in the facility in which the prop-
9 erty is located.

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

11 “(A) There exists a lien on the personal property for unpaid prop-
12 erty taxes and special assessments owed to a county or to the De-
13 partment of Revenue and the landlord files an affidavit or declaration
14 with the county tax collector or the Department of Revenue, as ap-
15 propriate, that states:

16 “(i) The landlord’s intent to sell the property in an arm’s-length
17 transaction to an unrelated buyer who intends to occupy the property
18 in the facility in which the property is located; and

19 “(ii) That the landlord shall comply with the requirements of this
20 subsection; and

21 “(B) Following the sale described in paragraph (a)(A) of this sub-
22 section, the landlord files an affidavit or declaration with the county
23 tax collector or the Department of Revenue, as appropriate, that
24 states:

25 “(i) That the landlord has sold the property in an arm’s-length
26 transaction to an unrelated buyer who intends to occupy the property
27 in the facility in which the property is located;

28 “(ii) The sale price and a description of the landlord’s claims
29 against the property or costs from the sale, as described under sub-
30 section (13)(a) of this section, and any costs of improvements to the

1 **property for sale; and**

2 **“(iii) The period of time, which may not be more than is reasonably**
3 **necessary, that is taken by the landlord to complete the sale of the**
4 **property.**

5 **“(b) After a landlord files the affidavit or declaration under para-**
6 **graph (a)(A) of this subsection, the county tax collector shall provide**
7 **to the landlord a title to the property that the landlord may then**
8 **provide to a buyer at the time of the sale of the property.**

9 **“(c) The affidavit or declaration described in paragraph (a)(B) of**
10 **this subsection must be accompanied by:**

11 **“(A) Payment to the county tax collector or the Department of**
12 **Revenue, as appropriate, of the amount remaining from the sale pro-**
13 **ceeds after the deduction of the landlord’s claims and costs as de-**
14 **scribed in the affidavit or declaration, up to the amount of the unpaid**
15 **taxes or tax lien. The landlord may retain the amount of the sale**
16 **proceeds that exceed the amount of the unpaid taxes or tax lien;**

17 **“(B) Payment to the county tax collector of any county warrant**
18 **fees; and**

19 **“(C) An affidavit or declaration from the buyer that states the**
20 **buyer’s intent to occupy the property in the facility in which the**
21 **property is located.**

22 **“(d) Upon a showing of compliance with paragraph (c) of this sub-**
23 **section, the county tax collector or the Department of Revenue shall**
24 **cancel all unpaid taxes or tax liens on the property.**

25 **“[(15)] (16) The landlord is not responsible for any loss to the tenant or**
26 **lienholder resulting from storage of personal property in compliance with**
27 **this section unless the loss was caused by the landlord’s deliberate or**
28 **negligent act. In the event of a deliberate and malicious violation, the land-**
29 **lord is liable for twice the actual damages sustained by the tenant or**
30 **lienholder.**

1 “[(16)] **(17)** Complete compliance in good faith with this section shall
2 constitute a complete defense in any action brought by a tenant or lienholder
3 against a landlord for loss or damage to such personal property disposed of
4 pursuant to this section.

5 “[(17)] **(18)** If a landlord does not comply with this section:

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

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

14 “(c) A county tax collector aggrieved by the noncompliance may recover
15 from the landlord the actual damages sustained by the tax collector, if the
16 noncompliance is part of an effort by the landlord to defraud the tax col-
17 lector. ORS 90.255 does not authorize an award of attorney fees to the pre-
18 vailing party in any action arising under this paragraph.

19 “[(18)] **(19)** The provisions of this section regarding the rights and re-
20 sponsibilities of a tenant to the abandoned personal property also apply to
21 any lienholder, except that the lienholder may not sell or remove the dwell-
22 ing or home unless:

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

25 “(b) The tenant or a personal representative or designated person de-
26 scribed in subsection [(20)] **(21)** of this section has waived all rights under
27 this section pursuant to subsection [(22)] **(23)** of this section; or

28 “(c) The notice and response periods provided by subsections (6) and (8)
29 of this section have expired.

30 “(19)(a) **(20)(a)** Except as provided by subsection [(20)(d)] **(21)(d)** and (e)

1 of this section, if a lienholder makes a timely response to a notice of aban-
2 doned personal property pursuant to subsections (6) and (8) of this section
3 and so requests, a landlord shall enter into a written storage agreement with
4 the lienholder providing that the personal property may not be sold or dis-
5 posed of by the landlord for up to 12 months. A storage agreement entitles
6 the lienholder to store the personal property on the previously rented space
7 during the term of the agreement, but does not entitle anyone to occupy the
8 personal property.

9 “(b) The lienholder’s right to a storage agreement arises upon the failure
10 of the tenant or, in the case of a deceased tenant, the personal represen-
11 tative, designated person, heir or devisee to remove or sell the dwelling or
12 home within the allotted time.

13 “(c) To exercise the right to a storage agreement under this subsection,
14 in addition to contacting the landlord with a timely response as described
15 in paragraph (a) of this subsection, the lienholder must enter into the pro-
16 posed storage agreement within 60 days after the landlord gives a copy of the
17 agreement to the lienholder. The landlord shall give a copy of the proposed
18 storage agreement to the lienholder in the same manner as provided by sub-
19 section (4)(b) of this section. The landlord may include a copy of the pro-
20 posed storage agreement with the notice of abandoned property required by
21 subsection (4) of this section. A lienholder enters into a storage agreement
22 by signing a copy of the agreement provided by the landlord and personally
23 delivering or mailing the signed copy to the landlord within the 60-day pe-
24 riod.

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

27 “(A) The lienholder make timely periodic payment of all storage charges,
28 as described in subsection (7)(b) of this section, accruing from the com-
29 mencement of the 45-day period described in subsection (6) of this section.
30 A storage charge may include a utility or service charge, as described in

1 ORS 90.532, if limited to charges for electricity, water, sewer service and
2 natural gas and if incidental to the storage of personal property. A storage
3 charge may not be due more frequently than monthly;

4 “(B) The lienholder pay a late charge or fee for failure to pay a storage
5 charge by the date required in the agreement, if the amount of the late
6 charge is no greater than for late charges imposed on facility tenants;

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

11 “(D) The lienholder repair any defects in the physical condition of the
12 personal property that existed prior to the lienholder entering into the stor-
13 age agreement, if the defects and necessary repairs are reasonably described
14 in the storage agreement and, for homes that were first placed on the space
15 within the previous 24 months, the repairs are reasonably consistent with
16 facility standards in effect at the time of placement. The lienholder shall
17 have 90 days after entering into the storage agreement to make the repairs.
18 Failure to make the repairs within the allotted time constitutes a violation
19 of the storage agreement and the landlord may terminate the agreement by
20 giving at least 14 days’ written notice to the lienholder stating facts suffi-
21 cient to notify the lienholder of the reason for termination. Unless the
22 lienholder corrects the violation within the notice period, the agreement
23 terminates as provided and the landlord may sell or dispose of the property
24 without further notice to the lienholder.

25 “(e) Notwithstanding subsection (7)(b) of this section, a landlord may in-
26 crease the storage charge if the increase is part of a facility-wide rent in-
27 crease for all facility tenants, the increase is no greater than the increase
28 for other tenants and the landlord gives the lienholder written notice con-
29 sistent with the requirements of ORS 90.600 (1).

30 “(f) During the term of an agreement described under this subsection, the

1 lienholder has the right to remove or sell the property, subject to the pro-
2 visions of the lien. Selling the property includes a sale to a purchaser who
3 wishes to leave the property on the rented space and become a tenant, sub-
4 ject to the provisions of ORS 90.680. The landlord may condition approval
5 for occupancy of any purchaser of the property upon payment of all unpaid
6 storage charges and maintenance costs.

7 “(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the
8 lienholder violates the storage agreement, the landlord may terminate the
9 agreement by giving at least 90 days’ written notice to the lienholder stating
10 facts sufficient to notify the lienholder of the reason for the termination.
11 Unless the lienholder corrects the violation within the notice period, the
12 agreement terminates as provided and the landlord may sell or dispose of the
13 property without further notice to the lienholder.

14 “(B) After a landlord gives a termination notice pursuant to subparagraph
15 (A) of this paragraph for failure of the lienholder to pay a storage charge
16 and the lienholder corrects the violation, if the lienholder again violates the
17 storage agreement by failing to pay a subsequent storage charge, the land-
18 lord may terminate the agreement by giving at least 30 days’ written notice
19 to the lienholder stating facts sufficient to notify the lienholder of the reason
20 for termination. Unless the lienholder corrects the violation within the no-
21 tice period, the agreement terminates as provided and the landlord may sell
22 or dispose of the property without further notice to the lienholder.

23 “(C) A lienholder may terminate a storage agreement at any time upon
24 at least 14 days’ written notice to the landlord and may remove the property
25 from the facility if the lienholder has paid all storage charges and other
26 charges as provided in the agreement.

27 “(h) Upon the failure of a lienholder to enter into a storage agreement
28 as provided by this subsection or upon termination of an agreement, unless
29 the parties otherwise agree or the lienholder has sold or removed the prop-
30 erty, the landlord may sell or dispose of the property pursuant to this section

1 without further notice to the lienholder.

2 “[~~(20)~~] **(21)** If the personal property is considered abandoned as a result
3 of the death of a tenant who was the only tenant, this section applies, except
4 as follows:

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

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

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

12 “(B) Personally delivered or sent by first class mail to any personal rep-
13 resentative or designated person if actually known to the landlord.

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

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

30 “(e) If a personal representative or other person requests that a landlord

1 enter into a storage agreement, subsection [(19)(c)] **(20)(c)** to (e) and (g)(C)
2 of this section applies, with the representative or person having the rights
3 and responsibilities of a lienholder with regard to the storage agreement.

4 “(f) During the term of an agreement described under paragraph (d) of
5 this subsection, the representative or person has the right to remove or sell
6 the property, including a sale to a purchaser or a transfer to an heir or
7 devisee where the purchaser, heir or devisee wishes to leave the property on
8 the rented space and become a tenant, subject to the provisions of ORS
9 90.680. The landlord also may condition approval for occupancy of any pur-
10 chaser, heir or devisee of the property upon payment of all unpaid storage
11 charges and maintenance costs.

12 “(g) If the representative or person violates the storage agreement, the
13 landlord may terminate the agreement by giving at least 30 days’ written
14 notice to the representative or person stating facts sufficient to notify the
15 representative or person of the reason for the termination. Unless the rep-
16 resentative or person corrects the violation within the notice period, the
17 agreement terminates as provided and the landlord may sell or dispose of the
18 property without further notice to the representative or person.

19 “(h) Upon the failure of a representative or person to enter into a storage
20 agreement as provided by this subsection or upon termination of an agree-
21 ment, unless the parties otherwise agree or the representative or person has
22 sold or removed the property, the landlord may sell or dispose of the property
23 pursuant to this section without further notice to the representative or per-
24 son.

25 “[~~(21)~~] **(22)** If a governmental agency determines that the condition of
26 personal property abandoned under this section constitutes an extreme
27 health or safety hazard under state or local law and the agency determines
28 that the hazard endangers others in the facility and requires quick removal
29 of the property, the landlord may sell or dispose of the property pursuant to
30 this subsection. The landlord shall comply with all provisions of this section,

1 except as follows:

2 “(a) The date provided in subsection (6) of this section by which a tenant,
3 lienholder, personal representative or designated person must contact a
4 landlord to arrange for the disposition of the property must be not less than
5 15 days after personal delivery or mailing of the notice required by sub-
6 section (3) of this section.

7 “(b) The date provided in subsections (8) and (9) of this section by which
8 a tenant, lienholder, personal representative or designated person must re-
9 move the property must be not less than seven days after the tenant,
10 lienholder, personal representative or designated person contacts the land-
11 lord.

12 “(c) The notice required by subsection (3) of this section must be as pro-
13 vided in subsection (5) of this section, except that:

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

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

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

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

25 “(e) A landlord is not required to enter into a storage agreement with a
26 lienholder, personal representative or designated person pursuant to sub-
27 section [(19)] **(20)** of this section.

28 “[~~(22)(a)~~] **(23)(a)** A landlord may sell or dispose of a tenant’s abandoned
29 personal property without complying with the provisions of this section if,
30 after termination of the tenancy or no more than seven days prior to the

1 termination of the tenancy, the following parties so agree in a writing en-
2 tered into in good faith:

3 “(A) The landlord;

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

9 “(C) Any lienholder.

10 “(b) A landlord may not, as part of a rental agreement, as a condition to
11 approving a sale of property on rented space under ORS 90.680 or in any
12 other manner, require a tenant, a personal representative, a designated per-
13 son or any lienholder to waive any right provided by this section.

14 “[23)] (24) Until personal property is conclusively presumed to be aban-
15 doned under subsection (9) of this section, a landlord does not have a lien
16 pursuant to ORS 87.152 for storing the personal property.

17 **“SECTION 5.** ORS 90.680 is amended to read:

18 **“90.680. (1) As used in this section, ‘consignment’ means an agree-**
19 **ment in which a tenant authorizes a landlord to sell a manufactured**
20 **dwelling or floating home on behalf of the tenant who owns the**
21 **dwelling or home in a facility that is owned by the landlord and for**
22 **which the landlord receives compensation.**

23 “[1)] (2) A landlord may not deny any manufactured dwelling or floating
24 home space tenant the right to sell a manufactured dwelling or floating home
25 on a rented space or require the tenant to remove the dwelling or home from
26 the space solely on the basis of the sale.

27 **“(3) A landlord may not require, as a condition of a tenant’s occu-**
28 **pancy, consignment of the tenant’s manufactured dwelling or floating**
29 **home.**

30 **“(4)(a) A landlord may sell a tenant’s manufactured dwelling or**

1 floating home on consignment only if:

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

6 “(B) The landlord and tenant first enter into a written consignment
7 contract that specifies at a minimum:

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

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

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

14 “(iv) Whether lender financing is permitted and the amount, if any,
15 of the earnest money deposit;

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

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

21 “(vii) The method of marketing the sale of a dwelling or home to
22 the public, such as signs posted at the facility or through advertise-
23 ments posted on the Internet or published in newspapers or in other
24 publications;

25 “(viii) The form and amount of compensation to the landlord, such
26 as a fixed fee, a percentage of the gross sale price or another similar
27 arrangement. If the form of compensation is a fixed fee, the contract
28 shall state the amount; and

29 “(ix) For the purpose of determining the net sale proceeds that are
30 payable to the tenant, the manner and order by which the gross sale

1 **proceeds will be applied to liens, taxes, actual costs of sale, landlord**
2 **compensation and other closing costs.**

3 **“(C) Within 10 days after a sale, the landlord pays to the tenant the**
4 **tenant’s share of the sale proceeds and provides to the tenant a writ-**
5 **ten accounting for the sale proceeds.**

6 **“[(2)] (b) The landlord may not exact a commission or fee, however**
7 **designated, or retain a portion of any sale proceeds for the sale of a**
8 **manufactured dwelling or floating home on a rented space unless the land-**
9 **lord has acted as [agent] representative for the seller pursuant to a written**
10 **consignment contract.**

11 **“[(3)] (5)(a) The landlord may not deny the tenant the right to place a**
12 **‘for sale’ sign on or in a manufactured dwelling or floating home owned by**
13 **the tenant. The size, placement and character of such signs shall be subject**
14 **to reasonable rules of the landlord.**

15 **“(b) If the landlord advertises a manufactured dwelling or floating**
16 **home for sale within the facility, the tenant may advertise the sale**
17 **of the tenant’s dwelling or home by posting a sign in a similar manner**
18 **and similar location.**

19 **“(6) A landlord may not knowingly make false statements to a**
20 **prospective purchaser about the quality of a tenant’s manufactured**
21 **dwelling or floating home.**

22 **“(7) Nothing in this section prevents a landlord from selling to a**
23 **prospective purchaser a manufactured dwelling or floating home**
24 **owned by the landlord at a price or on terms, including space rent,**
25 **that are more favorable than the price and terms offered for dwellings**
26 **or homes that are for sale by a tenant.**

27 **“[(4)] (8) If the prospective purchaser of a manufactured dwelling or**
28 **floating home desires to leave the dwelling or home on the rented space and**
29 **become a tenant, the landlord may require in the rental agreement:**

30 **“(a) Except when a termination or abandonment occurs, that a tenant**

1 give not more than 10 days' notice in writing prior to the sale of the dwelling
2 or home on a rented space;

3 “(b) That prior to the sale, the prospective purchaser submit to the land-
4 lord a complete and accurate written application for occupancy of the
5 dwelling or home as a tenant after the sale is finalized and that a prospective
6 purchaser may not occupy the dwelling or home until after the prospective
7 purchaser is accepted by the landlord as a tenant;

8 “(c) That a tenant give notice to any lienholder, prospective purchaser
9 or person licensed to sell dwellings or homes of the requirements of para-
10 graphs (b) and (d) of this subsection, the location of all properly functioning
11 smoke alarms and any other rules and regulations of the facility such as
12 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

13 “(d) If the sale is not by a lienholder, that the prospective purchaser pay
14 in full all rents, fees, deposits or charges owed by the tenant as authorized
15 under ORS 90.140 and the rental agreement, prior to the landlord's accept-
16 ance of the prospective purchaser as a tenant.

17 “[5] **(9)(a)** If a landlord requires a prospective purchaser to submit an
18 application for occupancy as a tenant under subsection [(4)] **(8)** of this sec-
19 tion, **the landlord shall provide, upon request from the purchaser, a**
20 **copy of the application.** At the time that the landlord gives the prospective
21 purchaser an application the landlord shall also give the prospective pur-
22 chaser copies of the statement of policy, the rental agreement and the facil-
23 ity rules and regulations, including any conditions imposed on a subsequent
24 sale, all as provided by ORS 90.510.

25 “**(b)** The terms of the statement, rental agreement and rules and regu-
26 lations need not be the same as those in the selling tenant's statement, rental
27 agreement and rules and regulations.

28 “**(c) Consistent with ORS 90.305 (4)(b), a landlord may require a**
29 **prospective purchaser to pay a reasonable copying charge for the doc-**
30 **uments.**

1 **“(d) If a prospective purchaser agrees, a landlord may provide the**
2 **documents in an electronic format.**

3 “[(6)] (10) The following apply if a landlord receives an application for
4 tenancy from a prospective purchaser under subsection [(4)] (8) of this sec-
5 tion:

6 “(a) The landlord shall accept or reject the prospective purchaser’s ap-
7 plication within seven days following the day the landlord receives a com-
8 plete and accurate written application. An application is not complete until
9 the prospective purchaser pays any required applicant screening charge and
10 provides the landlord with all information and documentation, including any
11 financial data and references, required by the landlord pursuant to ORS
12 90.510 (5)(i). The landlord and the prospective purchaser may agree to a
13 longer time period for the landlord to evaluate the prospective purchaser’s
14 application or to allow the prospective purchaser to address any failure to
15 meet the landlord’s screening or admission criteria. If a tenant has not pre-
16 viously given the landlord the 10 days’ notice required under subsection
17 [(4)(a)] (8)(a) of this section, the period provided for the landlord to accept
18 or reject a complete and accurate written application is extended to 10 days.

19 **“(b) When a landlord considers an application for tenancy from a**
20 **prospective purchaser of a dwelling or home from a tenant, the land-**
21 **lord shall apply to the prospective purchaser credit and conduct**
22 **screening criteria that are substantially similar to the credit and**
23 **conduct screening criteria the landlord applies to a prospective pur-**
24 **chaser of a dwelling or home from the landlord.**

25 “[(b)] (c) The landlord may not unreasonably reject a prospective pur-
26 chaser as a tenant. Reasonable cause for rejection includes, but is not limited
27 to, failure of the prospective purchaser to meet the landlord’s conditions for
28 approval as provided in ORS 90.510 (5)(i) or failure of the prospective
29 purchaser’s references to respond to the landlord’s timely request for verifi-
30 cation within the time allowed for acceptance or rejection under paragraph

1 (a) of this subsection. Except as provided in paragraph [(c)] (d) of this sub-
2 section, the landlord shall furnish to the seller and purchaser a written
3 statement of the reasons for the rejection.

4 “[c)] (d) If a rejection under paragraph [(b)] (c) of this subsection is
5 based upon a consumer report, as defined in 15 U.S.C. 1681a for purposes of
6 the federal Fair Credit Reporting Act, the landlord may not disclose the
7 contents of the report to anyone other than the purchaser. The landlord shall
8 disclose to the seller in writing that the rejection is based upon information
9 contained within a consumer report and that the landlord may not disclose
10 the information within the report.

11 “[7)] (11) The following apply if a landlord does not require a prospective
12 purchaser to submit an application for occupancy as a tenant under sub-
13 section [(4)] (8) of this section or if the landlord does not accept or reject
14 the prospective purchaser as a tenant within the time required under sub-
15 section [(6)] (10) of this section:

16 “(a) The landlord waives any right to bring an action against the tenant
17 under the rental agreement for breach of the landlord’s right to establish
18 conditions upon and approve a prospective purchaser of the tenant’s dwelling
19 or home;

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

23 “(c) If the prospective purchaser becomes a new tenant, the landlord may
24 impose conditions or terms on the tenancy that are inconsistent with the
25 terms and conditions of the seller’s rental agreement only if the new tenant
26 agrees in writing.

27 “[8)] (12) A landlord may not, because of the age, size, style or original
28 construction material of the dwelling or home or because the dwelling or
29 home was built prior to adoption of the National Manufactured Housing
30 Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-

1 ance with the standards of that Act in effect at that time or in compliance
2 with the state building code as defined in ORS 455.010:

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

5 “(b) Require a prospective purchaser of an existing dwelling or home on
6 a rented space within a facility to remove the dwelling or home from the
7 rented space.

8 “[(9)] **(13)** A tenant who has received a notice pursuant to ORS 90.632
9 may sell the tenant’s dwelling or home in compliance with this section dur-
10 ing the notice period. The tenant shall provide a prospective purchaser with
11 a copy of any outstanding notice given pursuant to ORS 90.632 prior to a
12 sale. The landlord may also give any prospective purchaser a copy of any
13 such notice. The landlord may require as a condition of tenancy that a
14 prospective purchaser who desires to leave the dwelling or home on the
15 rented space and become a tenant must comply with the notice within the
16 notice period consistent with ORS 90.632. If the tenancy has been terminated
17 pursuant to ORS 90.632, or the notice period provided in ORS 90.632 has ex-
18 pired without a correction of cause or extension of time to correct, a pro-
19 spective purchaser does not have a right to leave the dwelling or home on
20 the rented space and become a tenant.

21 “[(10)] **(14)** Except as provided by subsection [(9)] **(13)** of this section, after
22 a tenancy has ended and during the period provided by ORS 90.675 (6) and
23 (8), a former tenant retains the right to sell the tenant’s dwelling or home
24 to a purchaser who wishes to leave the dwelling or home on the rented space
25 and become a tenant as provided by this section, if the former tenant makes
26 timely periodic payment of all storage charges as provided by ORS 90.675
27 (7)(b), maintains the dwelling or home and the rented space on which it is
28 stored and enters the premises only with the written permission of the
29 landlord. Payment of the storage charges or maintenance of the dwelling or
30 home and the space does not create or reinstate a tenancy or create a waiver

1 pursuant to ORS 90.412 or 90.417. A former tenant may not enter the prem-
2 ises without the written permission of the landlord, including entry to
3 maintain the dwelling or home or the space or to facilitate a sale.

4 “(15) A landlord or tenant who sells a manufactured dwelling or
5 floating home shall deliver title to the dwelling or home to the pur-
6 chaser within 25 business days after completion of the sale. If the sale
7 by contract requires future payments, the landlord or tenant shall
8 notify the county that the purchaser is responsible for property tax
9 payments.

10 “**SECTION 6.** ORS 90.710 is amended to read:

11 “90.710. (1)(a) **Except as provided in paragraph (b) of this subsection,**
12 any person aggrieved by a violation of ORS 90.525, 90.630, 90.680 or 90.765
13 [shall have] **has** a cause of action against the violator [thereof] for any
14 damages sustained as a result of the violation or \$200, whichever is greater.

15 “(b) **If a person violates ORS 90.680 three or more times within a**
16 **24-month period, a person has a cause of action against the violator**
17 **for any damages sustained as a result of the third or subsequent vio-**
18 **lation or \$500, whichever is greater.**

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

23 “(b) [However,] The tenant [shall have] **has** no cause of action if, within
24 10 days after the tenant requests a written agreement from the landlord, the
25 landlord offers to enter into a written agreement [which] **that** does not
26 substantially alter the terms of the oral agreement made when the tenant
27 rented the space and [which] **that** complies with this chapter.

28 “(c) If, within 10 days after being served with a complaint alleging a vi-
29 olation of ORS 90.510, the landlord offers to enter into a written rental
30 agreement with each of the other tenants of the landlord [which] **that** does

1 not substantially alter the terms of the oral agreement made when each
2 tenant rented the space and [*which*] **that** complies with this chapter, then
3 the landlord [*shall not be*] **is not** subject to any further liability to [*such*]
4 **the** other tenants for previous violations of ORS 90.510.

5 “(d) Notwithstanding ORS 41.580 (1), if a landlord and a tenant mutually
6 agree on the terms of an oral agreement for renting residential property, but
7 the tenant refuses to sign a written memorandum of that agreement after it
8 has been reduced to writing by the landlord and offered to the tenant for the
9 tenant’s signature, the oral agreement [*shall be*] **is** enforceable notwith-
10 standing the tenant’s refusal to sign.

11 “(e) A purchaser [*shall have*] **has** a cause of action, [*against a seller*] for
12 damages sustained or \$100, whichever is greater, **against a seller** who sells
13 the tenant’s manufactured dwelling or floating home to the purchaser before
14 the landlord has accepted the purchaser as a tenant if:

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

16 “(B) The seller knew the purchaser intended to leave the manufactured
17 dwelling or floating home on the space.

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

20 “**SECTION 7.** ORS 90.730 is amended to read:

21 “90.730. (1) As used in this section, ‘facility common areas’ means all
22 areas under control of the landlord and held out for the general use of ten-
23 ants.

24 “(2) A landlord who rents a space for a manufactured dwelling or floating
25 home shall at all times during the tenancy maintain the rented space, vacant
26 spaces in the facility and the facility common areas in a habitable condition.
27 The landlord does not have a duty to maintain a dwelling or home. A
28 landlord’s habitability duty under this section includes only the matters de-
29 scribed in subsections (3) to (6) of this section.

30 “(3) For purposes of this section, a rented space is considered unhabitable

1 if it substantially lacks:

2 “(a) A sewage disposal system and a connection to the space approved
3 under applicable law at the time of installation and maintained in good
4 working order to the extent that the sewage disposal system can be con-
5 trolled by the landlord;

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

10 “(c) A water supply and a connection to the space approved under appli-
11 cable law at the time of installation and maintained so as to provide safe
12 drinking water and to be in good working order to the extent that the water
13 supply system can be controlled by the landlord;

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

18 “(e) **A natural gas or propane gas supply and a connection to the**
19 **space approved under applicable law at the time of installation and**
20 **maintained in good working order to the extent that the gas supply**
21 **system can be controlled by the landlord, if the utility service is pro-**
22 **vided within the facility pursuant to the rental agreement;**

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

27 “[f) *Except as otherwise provided by local ordinance or by written agree-*
28 *ment between the landlord and the tenant, an adequate number of appropriate*
29 *receptacles for garbage and rubbish in clean condition and good repair at the*
30 *time of commencement of the rental agreement, and for which the landlord*

1 *shall provide and maintain appropriate serviceable receptacles thereafter and*
2 *arrange for their removal; and]*

3 **“(g) Excluding the normal settling of land, a surface or ground ca-**
4 **pable of supporting a manufactured dwelling approved under applica-**
5 **ble law at the time of installation and maintained to support a**
6 **dwelling in a safe manner so that it is suitable for occupancy. A**
7 **landlord’s duty to maintain the surface or ground arises when the**
8 **landlord knows or should know of a condition regarding the surface**
9 **or ground that makes the dwelling unsafe to occupy; and**

10 “[g)] (h) Completion of any landlord-provided space improvements, in-
11 cluding but not limited to installation of carports, garages, driveways and
12 sidewalks, approved under applicable law at the time of installation.

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

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

17 “(6) A facility common area is considered uninhabitable if it substantially
18 lacks:

19 “(a) Buildings, grounds and appurtenances that are kept in every part safe
20 for normal and reasonably foreseeable uses, clean, sanitary and free from all
21 accumulations of debris, filth, rubbish, garbage, rodents and vermin;

22 “(b) Safety from the hazards of fire;

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

24 “(d) If supplied or required to be supplied by the landlord to a common
25 area, a water supply system, sewage disposal system or system for disposing
26 of storm water, ground water and subsurface water approved under applica-
27 ble law at the time of installation and maintained in good working order to
28 the extent that the system can be controlled by the landlord[.]; **and**

29 **“(e) Except as otherwise provided by local ordinance or by written**
30 **agreement between the landlord and the tenant, an adequate number**

1 **of appropriate receptacles for garbage and rubbish in clean condition**
2 **and good repair at the time of commencement of the rental agreement**
3 **and for which the landlord shall provide and maintain appropriate**
4 **serviceable receptacles thereafter and arrange for their removal.**

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

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

9 “(b) The agreement does not diminish the obligations of the landlord to
10 other tenants on the premises; and

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

13 **“SECTION 8. ORS 90.555 is amended to read:**

14 “90.555. (1) A facility tenant may not rent the tenant’s manufactured
15 dwelling or floating home to another person for a period exceeding three
16 days unless the facility landlord, facility tenant and dwelling or home renter
17 enter into a written subleasing agreement specifying the rights and obli-
18 gations of the landlord, tenant and renter during the renter’s occupancy of
19 the dwelling or home. The subleasing agreement shall include, but need not
20 be limited to, provisions that require the dwelling or home renter to timely
21 pay directly to the facility landlord the space rent, any separately assessed
22 fees payable under the rental agreement and any separately billed utility or
23 service charge described in ORS 90.532 (1)(b) or (c), and provisions that grant
24 the dwelling or home renter the same rights as the facility tenant to cure a
25 violation of the rental agreement for the facility space, to require facility
26 landlord compliance with ORS 90.730 and to be protected from retaliatory
27 conduct under ORS 90.765. This subsection does not authorize a facility
28 tenant to rent a manufactured dwelling or floating home to another person
29 in violation of the rental agreement between the facility tenant and the fa-
30 cility landlord.

1 “(2) Notwithstanding ORS 90.100 (47), a facility tenant who enters into a
2 subleasing agreement continues to be the tenant of the facility space and
3 retains all rights and obligations of a facility tenant under the rental
4 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
6 constitute abandonment of the dwelling or home by the facility tenant.

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

14 “(4) Unless otherwise provided in the subleasing agreement, a facility
15 landlord may terminate a subleasing agreement:

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

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

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

24 “(A) For nonpayment of facility space rent; or

25 “(B) For any conduct by the dwelling or home renter that would be a vi-
26 olation of the rental agreement under ORS 90.396 or 90.398 if committed by
27 the facility tenant.

28 “(5) Upon termination of a subleasing agreement by the facility landlord,
29 whether with or without cause, the dwelling or home renter and the facility
30 tenant are excused from continued performance under any agreement for the

1 renter's occupancy of the manufactured dwelling or floating home owned by
2 the facility tenant.

3 “(6)(a) If, during the term of a subleasing agreement, the facility landlord
4 gives notice to the facility tenant of a rental agreement violation, of a law
5 or ordinance violation or of the facility's closure, conversion or sale, the
6 landlord shall also promptly give a copy of the notice to the dwelling or
7 home renter. The giving of notice to the dwelling or home renter does not
8 constitute notice to the facility tenant unless the tenant has expressly ap-
9 pointed the renter as the tenant's agent for purposes of receiving notice.

10 “(b) If the facility landlord gives notice to the dwelling or home renter
11 that the landlord is terminating the subleasing agreement, the landlord shall
12 also promptly give a copy of the notice to the facility tenant. The landlord
13 shall give the notice to the facility tenant in the same manner as for giving
14 notice of a rental agreement violation.

15 “(c) If, during the term of a subleasing agreement, the facility tenant
16 gives notice to the facility landlord of a rental agreement violation, termi-
17 nation of tenancy or sale of the manufactured dwelling or floating home, the
18 tenant shall also promptly give a copy of the notice to the dwelling or home
19 renter.

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

23 **“(7) If the rental agreement permits the facility tenant to sublease**
24 **the tenant's manufactured dwelling or floating home, the landlord**
25 **shall apply to the dwelling or home renter credit and conduct screen-**
26 **ing criteria that is substantially similar to the credit and conduct**
27 **screening criteria the landlord applies to applicants for a tenancy of**
28 **a dwelling or home that is either owned by the landlord or on**
29 **consignment with the landlord under ORS 90.680.**

30 **“SECTION 9.** Section 6, chapter 826, Oregon Laws 2005, as amended by

1 section 16, chapter 89, Oregon Laws 2014, is amended to read:

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

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

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

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

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

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

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

29 “(c) The name and contact information of the representative of the ten-
30 ants committee with whom the owner may communicate about the purchase.

1 “(2) During the 10-day period, in order to perform a due diligence evalu-
2 ation of the opportunity to compete to purchase the park, the representative
3 of the tenants committee may make a written request for the kind of finan-
4 cial information that a seller of a park would customarily provide to a pro-
5 spective purchaser.

6 “(3) Of the financial information described in subsection (2) of this sec-
7 tion, the owner shall provide the following information within seven days
8 after delivery of the request by the tenants committee for the information:

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

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

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

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

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

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

21 “(4) The owner may:

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

24 “(b) If the owner designates financial information as confidential, estab-
25 lish, in cooperation with the representative of the tenants committee, a list
26 of persons with whom the tenants may share the information, including any
27 of the following persons that are either seeking to purchase the park on be-
28 half of the tenants committee or assisting the tenants committee in evaluat-
29 ing or purchasing the park:

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

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

2 “(C) A financial institution.

3 “(c) Require that persons authorized to receive the confidential informa-
4 tion:

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

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

7 “(C) Return the information to the owner when the negotiations to pur-
8 chase the park are completed or terminated.

9 “(5) Within 15 days after delivery of the financial information described
10 in subsection (3) of this section, **or within 15 days after the end of the**
11 **10-day period described in subsection (1) of this section when the rep-**
12 **resentative of the tenants committee does not request financial infor-**
13 **mation under subsection (2) of this section**, if the tenants choose to
14 continue competing to purchase the park, the tenants committee must:

15 “(a) Form a corporate entity under ORS chapter 60, 62 or 65 that is le-
16 gally capable of purchasing real property or associate with a nonprofit cor-
17 poration or housing authority that is legally capable of purchasing real
18 property or that is advising the tenants about purchasing the park in which
19 the tenants reside.

20 “(b) Submit to the owner a written offer to purchase the park, in the form
21 of a proposed purchase and sale agreement, and either a copy of the articles
22 of incorporation of the corporate entity or other evidence of the legal ca-
23 pacity of the formed or associated corporate entity to purchase real property.

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

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

30 “(c) If the tenants do not act as required within the time periods described

1 in this section and section 1, **chapter 89, Oregon Laws 2014** [*of this 2014*
2 *Act*], if the tenants violate the confidentiality agreement described in this
3 section or if the parties do not reach agreement on a purchase, the owner
4 is not obligated to take additional action under sections 1 to 5, **chapter 89,**
5 **Oregon Laws 2014** [*of this 2014 Act*].

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

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

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

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

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

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

17 “(e) Any sale or transfer of an interest in a limited liability company to
18 any of the limited liability company’s members.

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

21 “(g) Any conveyance resulting from the foreclosure of a mortgage, deed
22 of trust or other instrument encumbering a park or any deed given in lieu
23 of a foreclosure.

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

26 “(i) Any sale or transfer in which the park satisfies the purchaser’s re-
27 quirement to make a like-kind exchange under section 1031 of the Internal
28 Revenue Code.

29 “(j) Any purchase of a park by a governmental entity under the entity’s
30 powers of eminent domain.

1 “(k) Any transfer to a charitable trust.

2 “(2) As used in this section, ‘affiliate’ means any shareholder of the
3 **selling or** transferring corporation, any corporation or entity owned or
4 controlled, directly or indirectly, by the **selling or** transferring corporation
5 or any other corporation or entity owned or controlled, directly or indirectly,
6 by any shareholder of the **selling or** transferring corporation.

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

9 **“Sec. 18.** The amendments to sections 6 and 9, chapter 826, Oregon Laws
10 2005, by sections 16 and 17, **chapter 89, Oregon Laws 2014**, [*of this 2014*
11 *Act*] apply to a sale of a manufactured dwelling park on or after [*the effective*
12 *date of this 2014 Act*] **January 1, 2015, and to tax years beginning on or**
13 **after January 1, 2015, and before January 1, 2020.**

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

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

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

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

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

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

30 **“SECTION 16.** ORS 90.300 is amended to read:

1 “90.300. (1) As used in this section, ‘security deposit’ includes any last
2 month’s rent deposit.

3 “(2)(a) Except as otherwise provided in this section, a landlord may re-
4 quire a tenant to pay a security deposit. The landlord shall provide the ten-
5 ant with a receipt for any security deposit the tenant pays. The landlord
6 shall hold a security deposit or prepaid rent for the tenant who is a party
7 to the rental agreement. A tenant’s claim to the security deposit or prepaid
8 rent is prior to the claim of a creditor of the landlord, including a trustee
9 in bankruptcy.

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

14 “(3) A written rental agreement, if any, must list a security deposit paid
15 by a tenant or required by a landlord.

16 “(4) A landlord may not charge a tenant a pet security deposit for keeping
17 a service animal or companion animal that a tenant with a disability re-
18 quires as a reasonable accommodation under fair housing laws.

19 “(5)(a) Except as otherwise provided in this subsection, a landlord may
20 not change the rental agreement to require the tenant to pay a new or in-
21 creased security deposit during the first year after the tenancy has begun.
22 Subject to subsection (4) of this section, the landlord may require an addi-
23 tional deposit if the landlord and tenant agree to modify the terms and con-
24 ditions of the rental agreement to permit a pet or for other cause and the
25 additional deposit relates to the modification. This paragraph does not pre-
26 vent a landlord from collecting a security deposit that an initial rental
27 agreement provided for but that remained unpaid at the time the tenancy
28 began.

29 “(b) If a landlord requires a new or increased security deposit after the
30 first year of the tenancy, the landlord shall allow the tenant at least three

1 months to pay the new or increased deposit.

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

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

7 “(A) To remedy the tenant’s defaults in the performance of the rental
8 agreement including, but not limited to, unpaid rent; and

9 “(B) To repair damages to the premises caused by the tenant, not includ-
10 ing ordinary wear and tear.

11 “(b) A landlord is not required to repair damage caused by the tenant in
12 order for the landlord to claim against the deposit for the cost to make the
13 repair. Any labor costs the landlord assesses under this subsection for
14 cleaning or repairs must be based on a reasonable hourly rate. The landlord
15 may charge a reasonable hourly rate for the landlord’s own performance of
16 cleaning or repair work.

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

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

20 “(i) The cleaning is performed by use of a machine specifically designed
21 for cleaning or shampooing carpets;

22 “(ii) The carpet was cleaned or replaced after the previous tenancy or the
23 most recent significant use of the carpet and before the tenant took pos-
24 session; and

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

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

1 “(8) A landlord may not require a tenant to pay or to forfeit a security
2 deposit or prepaid rent to the landlord for the tenant’s failure to maintain
3 a tenancy for a minimum number of months in a month-to-month tenancy.

4 “(9) The landlord must apply any last month’s rent deposit to the rent due
5 for the last month of the tenancy:

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

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

10 “(c) When the tenancy terminates in accordance with the provisions of a
11 written rental agreement for a term tenancy.

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

20 “(11) When the tenancy terminates, a landlord shall account for and re-
21 fund to the tenant, in the same manner this section requires for security
22 deposits, the unused balance of any prepaid rent the landlord has not previ-
23 ously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other
24 provision of this chapter. The landlord may claim from the remaining prepaid
25 rent only the amount reasonably necessary to pay the tenant’s unpaid rent.

26 “(12) In order to claim all or part of any prepaid rent or security deposit,
27 within 31 days after the tenancy terminates and the tenant delivers pos-
28 session the landlord shall give to the tenant a written accounting that states
29 specifically the basis or bases of the claim. The landlord shall give a separate
30 accounting for security deposits and for prepaid rent.

1 “(13) The landlord shall return to the tenant the security deposit or pre-
2 paid rent or the portion of the security deposit or prepaid rent that the
3 landlord does not claim in the manner provided by subsections (11) and (12)
4 of this section not later than 31 days after the tenancy terminates and the
5 tenant delivers possession to the landlord.

6 “(14) The landlord shall give the written accounting required under sub-
7 section (12) of this section or shall return the security deposit or prepaid
8 rent as required by subsection (13) of this section by personal delivery or by
9 first class mail.

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

15 “(a) Waiver of the abandoned property process under ORS 90.425 (26) or
16 90.675 [(22)] **(23)**;

17 “(b) Removal of the manufactured dwelling or floating home from the
18 rented space;

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

21 “(d) Sale of the manufactured dwelling or floating home pursuant to ORS
22 90.425 (10)(a) or 90.675 (10)(a).

23 “(16) If the landlord fails to comply with subsection (13) of this section
24 or if the landlord in bad faith fails to return all or any portion of any pre-
25 paid rent or security deposit due to the tenant under this chapter or the
26 rental agreement, the tenant may recover the money due in an amount equal
27 to twice the amount:

28 “(a) Withheld without a written accounting under subsection (12) of this
29 section; or

30 “(b) Withheld in bad faith.

1 “(17)(a) A security deposit or prepaid rent in the possession of the land-
2 lord is not garnishable property, as provided in ORS 18.618.

3 “(b) If a landlord delivers a security deposit or prepaid rent to a garnishor
4 in violation of ORS 18.618 (1)(b), the landlord that delivered the security
5 deposit or prepaid rent to the garnishor shall allow the tenant at least 30
6 days after a copy of the garnishee response required by ORS 18.680 is deliv-
7 ered to the tenant under ORS 18.690 to restore the security deposit or pre-
8 paid rent. If the tenant fails to restore a security deposit or prepaid rent
9 under the provisions of this paragraph before the tenancy terminates, and the
10 landlord retains no security deposit or prepaid rent from the tenant after the
11 garnishment, the landlord is not required to refund or account for the secu-
12 rity deposit or prepaid rent under subsection (11) of this section.

13 “(18) This section does not preclude the landlord or tenant from recover-
14 ing other damages under this chapter.

15 “**SECTION 17.** ORS 90.545 is amended to read:

16 “90.545. (1) Except as provided under subsections (2) to (6) of this section,
17 a fixed term tenancy for space for a manufactured dwelling or floating home,
18 upon reaching its ending date, automatically renews as a month-to-month
19 tenancy having the same terms and conditions, other than duration and rent
20 increases under ORS 90.600, unless the tenancy is terminated under ORS
21 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

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

28 “(3) Notwithstanding ORS 90.610 (3), a landlord’s proposed new rental
29 agreement may include new or revised terms, conditions, rules or regu-
30 lations, if the new or revised terms, conditions, rules or regulations:

1 “(a)(A) Fairly implement a statute or ordinance adopted after the creation
2 of the existing agreement; or

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

8 “(b) Are consistent with the rights and remedies provided to tenants un-
9 der this chapter, including the right to keep a pet pursuant to ORS 90.530;

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

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

15 “(4) A tenant shall accept or reject a landlord’s proposed new rental
16 agreement at least 30 days prior to the ending of the term by giving written
17 notice to the landlord.

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

21 “(6) If a tenant fails to accept or unreasonably rejects a landlord’s pro-
22 posed new rental agreement as provided by subsection (4) of this section, the
23 fixed term tenancy terminates on the ending date without further notice and
24 the landlord may take possession by complying with ORS 105.105 to 105.168.

25 “(7) If a tenancy terminates under conditions described in subsection (6)
26 of this section, and the tenant surrenders or delivers possession of the
27 premises to the landlord prior to the filing of an action pursuant to ORS
28 105.110, the tenant has the right to enter into a written storage agreement
29 with the landlord, with the tenant having the same rights and responsibil-
30 ities as a lienholder under ORS 90.675 [(19)] **(20)**, except that the landlord

1 may limit the term of the storage agreement to not exceed six months. Unless
2 the parties agree otherwise, the storage agreement must commence upon the
3 date of the termination of the tenancy. The rights under ORS 90.675 of any
4 lienholder are delayed until the end of the tenant storage agreement.

5 **“SECTION 18.** ORS 90.632 is amended to read:

6 “90.632. (1) A landlord may terminate a month-to-month or fixed term
7 rental agreement and require the tenant to remove a manufactured dwelling
8 or floating home from a facility, due to the physical condition of the manu-
9 factured dwelling or floating home, only by complying with this section and
10 ORS 105.105 to 105.168. A termination shall include removal of the dwelling
11 or home.

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

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

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

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

28 “(b) State that the tenant can avoid termination and removal by correct-
29 ing the cause for termination and removal within the notice period;

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

1 “(d) Describe the tenant’s right to give the landlord a written notice of
2 correction, where to give the notice and the deadline for giving the notice
3 in order to ensure a response by the landlord, all as provided by subsection
4 (6) of this section; and

5 “(e) Describe the tenant’s right to have the termination and correction
6 period extended as provided by subsection (7) of this section.

7 “(5) The tenant may avoid termination of the tenancy by correcting the
8 cause within the period specified. However, if substantially the same condi-
9 tion that constituted a prior cause for termination of which notice was given
10 recurs within 12 months after the date of the notice, the landlord may ter-
11 minate the tenancy and require the removal of the dwelling or home upon
12 at least 30 days’ written notice specifying the violation and the date of ter-
13 mination of the tenancy.

14 “(6) During the termination notice or extension period, the tenant may
15 give the landlord written notice that the tenant has corrected the cause for
16 termination. Within a reasonable time after the tenant’s notice of correction,
17 the landlord shall respond to the tenant in writing, stating whether the
18 landlord agrees that the cause has been corrected. If the tenant’s notice of
19 correction is given at least 14 days prior to the end of the termination notice
20 or extension period, failure by the landlord to respond as required by this
21 subsection is a defense to a termination based upon the landlord’s notice for
22 termination.

23 “(7) Except when the disrepair or deterioration creates a risk of imminent
24 and serious harm to other dwellings, homes or persons within the facility,
25 the 30-day period provided for the tenant to correct the cause for termination
26 and removal shall be extended by at least:

27 “(a) An additional 60 days if:

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

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

5 “(b) An additional six months if the disrepair or deterioration has existed
6 for more than the preceding 12 months with the landlord’s knowledge or ac-
7 ceptance as described in ORS 90.412.

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

13 “(9) A tenancy terminates on the date designated in the notice and with-
14 out regard to the expiration of the period for which, by the terms of the
15 rental agreement, rents are to be paid. Unless otherwise agreed, rent is
16 uniformly apportionable from day to day.

17 “(10) This section does not limit a landlord’s right to terminate a tenancy
18 for nonpayment of rent under ORS 90.394 or for other cause under ORS
19 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying with ORS 105.105 to
20 105.168.

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

27 “(12) When a tenant has been given a notice for termination pursuant to
28 this section and has subsequently abandoned the dwelling or home as de-
29 scribed in ORS 90.675, any lienholder shall have the same rights as provided
30 by ORS 90.675, including the right to correct the cause of the notice, within

1 the 90-day period provided by ORS 90.675 [(19)] (20) notwithstanding the ex-
2 piration of the notice period provided by this section for the tenant to cor-
3 rect the cause.

4 **“SECTION 19. The amendments to ORS 90.300, 90.545, 90.555, 90.632,**
5 **90.675, 90.680, 90.710, 90.730, 90.732, 308.250 and 446.525 by sections 1 to**
6 **8 and 16 to 18 of this 2015 Act become operative on January 1, 2016.**

7 **“SECTION 20. This 2015 Act takes effect on the 91st day after the**
8 **date on which the 2015 regular session of the Seventy-eighth Legisla-**
9 **tive Assembly adjourns sine die.”.**

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