

A-Engrossed
House Bill 4143

Ordered by the House February 11
Including House Amendments dated February 11

Sponsored by Representative GORSEK; Representatives BUEHLER, GALLEGOS, GILLIAM, PILUSO (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

Prohibits rent increases during first year of month-to-month tenancies. Lengthens required notice periods for [*certain*] rent increases and termination of certain periodic tenancies.
Modifies provisions requiring landlord to provide emergency exits from bedrooms.
Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to housing; creating new provisions; amending ORS 90.220, 90.230, 90.427, 90.460 and
3 105.124; and declaring an emergency.

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

5 **SECTION 1. Section 2 of this 2016 Act is added to and made a part of ORS chapter 90.**

6 **SECTION 2. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase**
7 **the rent without giving the tenant written notice at least seven days prior to the effective**
8 **date of the rent increase.**

9 **(2) If a tenancy is a month-to-month tenancy, the landlord may not increase the rent:**

10 **(a) During the first year after the tenancy begins.**

11 **(b) At any time after the first year of the tenancy without giving the tenant written**
12 **notice at least 90 days prior to the effective date of the rent increase.**

13 **(3) The notices required under this section must specify:**

14 **(a) The amount of the rent increase;**

15 **(b) The amount of the new rent; and**

16 **(c) The date on which the increase becomes effective.**

17 **(4) This section does not apply to tenancies governed by ORS 90.505 to 90.850.**

18 **SECTION 3. ORS 90.220 is amended to read:**

19 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
20 prohibited by this chapter or other rule of law including rent, term of the agreement and other
21 provisions governing the rights and obligations of the parties.

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

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

26 (4) Except as provided in this subsection, the rental agreement must include a disclosure of the

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

1 smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is
2 not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
3 in ORS 90.100.

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

6 (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and
7 occupancy of the dwelling unit.

8 (7) Except as otherwise provided by this chapter:

9 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.
10 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-
11 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at
12 the beginning of each month or week, depending on whether the tenancy is month-to-month or
13 week-to-week. Rent may not be considered to be due prior to the first day of each rental period.
14 [*Rent may not be increased without a 30-day written notice thereof in the case of a month-to-month*
15 *tenancy or a seven-day written notice thereof in the case of a week-to-week tenancy.*] **Rent increases**
16 **must comply with the provisions of section 2 of this 2016 Act.**

17 (b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or
18 a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

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

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

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

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

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

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

27 (f) Thirty days after delivery of possession without prior notice of termination of a month-to-
28 month tenancy; or

29 (g) Ten days after delivery of possession without prior notice of termination of a week-to-week
30 tenancy.

31 (9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of
32 tenant payments, a landlord shall apply tenant payments in the following order:

33 (A) Outstanding rent from prior rental periods;

34 (B) Rent for the current rental period;

35 (C) Utility or service charges;

36 (D) Late rent payment charges; and

37 (E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to
38 damage claims or other claims against the tenant.

39 (b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850.

40 **SECTION 4.** ORS 90.427 is amended to read:

41 90.427. (1) As used in this section, "first year of occupancy" includes all periods in which any
42 of the tenants has resided in the dwelling unit for one year or less.

43 (2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy
44 by a written notice given to the other at least 10 days before the termination date specified in the
45 notice.

1 (3) If a tenancy is a month-to-month tenancy:

2 (a) At any time during the tenancy, the tenant may terminate the tenancy by giving the landlord
3 notice in writing not less than 30 days prior to the date designated in the notice for the termination
4 of the tenancy.

5 (b) At any time during the first year of occupancy, the landlord may terminate the tenancy by
6 giving the tenant notice in writing not less than 30 days prior to the date designated in the notice
7 for the termination of the tenancy.

8 (c) At any time after the first year of occupancy, the landlord may terminate the tenancy by
9 giving the tenant notice in writing not less than [60] 90 days prior to the date designated in the
10 notice for the termination of the tenancy.

11 (4) If the tenancy is for a fixed term of at least one year and by its terms becomes a month-to-
12 month tenancy after the fixed term:

13 (a) At any time during the fixed term, notwithstanding subsection (3) of this section, the landlord
14 or the tenant may terminate the tenancy without cause by giving the other notice in writing not less
15 than 30 days prior to the specified ending date for the fixed term or not less than 30 days prior to
16 the date designated in the notice for the termination of the tenancy, whichever is later.

17 (b) After the specified ending date for the fixed term, at any time during the month-to-month
18 tenancy, the landlord may terminate the tenancy without cause only by giving the tenant notice in
19 writing not less than [60] 90 days prior to the date designated in the notice for the termination of
20 the tenancy.

21 (5) Notwithstanding subsections (3)(c) and (4)(b) of this section, the landlord may terminate a
22 month-to-month tenancy at any time by giving the tenant notice in writing not less than 30 days
23 prior to the date designated in the notice for the termination of the tenancy if:

24 (a) The dwelling unit is purchased separately from any other dwelling unit;

25 (b) The landlord has accepted an offer to purchase the dwelling unit from a person who intends
26 in good faith to occupy the dwelling unit as the person's primary residence; and

27 (c) The landlord has provided the notice, and written evidence of the offer to purchase the
28 dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.

29 (6) The tenancy shall terminate on the date designated and without regard to the expiration of
30 the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,
31 rent is uniformly apportionable from day to day.

32 (7) If the tenant remains in possession without the landlord's consent after expiration of the
33 term of the rental agreement or its termination, the landlord may bring an action for possession. In
34 addition, the landlord may recover from the tenant any actual damages resulting from the tenant
35 holding over, including the value of any rent accruing from the expiration or termination of the
36 rental agreement until the landlord knows or should know that the tenant has relinquished pos-
37 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)
38 applies.

39 (8)(a) A notice given to terminate a tenancy under subsection (2) or (3) of this section need not
40 state a reason for the termination.

41 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a no-
42 tice of termination given under subsection (2) or (3) of this section an explanation of the reason for
43 the termination without having to prove the reason. An explanation does not give the person re-
44 ceiving the notice of termination a right to cure the reason if the notice states that:

45 (A) The notice is given without stated cause;

1 (B) The recipient of the notice does not have a right to cure the reason for the termination; and

2 (C) The person giving the notice need not prove the reason for the termination in a court action.

3 (9) Subsections (2) to (5) of this section do not apply to a month-to-month tenancy subject to ORS
4 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.

5 **(10) Notwithstanding subsections (3)(c) and (4)(b) of this section, the termination of a**
6 **tenancy for the occupancy of a recreational vehicle in a manufactured dwelling park, mobile**
7 **home park or recreational vehicle park, all as defined in ORS 197.492, must comply with ORS**
8 **90.230 (1)(a).**

9 **SECTION 5.** ORS 90.230 is amended to read:

10 90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling
11 park, mobile home park or recreational vehicle park, all as defined in ORS 197.492, the landlord
12 shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term tenancy.
13 The rental agreement must state:

14 (a)(A) If applicable, that the tenancy may be terminated [*by the landlord under ORS 90.427*
15 *without cause upon 30 or 60 days' written notice for a month-to-month tenancy or upon 10 days' written*
16 *notice for a week-to-week tenancy.*] **as provided in ORS 90.427, except that the landlord shall**
17 **provide 30 days' written notice for a month-to-month tenancy during the first year of occu-**
18 **pancy, 60 days' written notice for a month-to-month tenancy at any time after the first year**
19 **of occupancy and 10 days' written notice for a week-to-week tenancy.**

20 **(B) As used in this paragraph, "first year of occupancy" includes all periods in which any**
21 **of the tenants has resided in the recreational vehicle in the manufactured dwelling park,**
22 **mobile home park or recreational vehicle park for one year or less.**

23 (b) That any accessory building or structure paid for or provided by the tenant belongs to the
24 tenant and is subject to a demand by the landlord that the tenant remove the building or structure
25 upon termination of the tenancy.

26 (c) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from
27 placement and occupancy restrictions.

28 (2) If a tenant described in subsection (1) of this section moves following termination of the
29 tenancy by the landlord under ORS 90.427, and the landlord failed to provide the required written
30 rental agreement before the beginning of the tenancy, the tenant may recover the tenant's actual
31 damages or twice the periodic rent, whichever is greater.

32 (3) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1) for
33 exemption from placement and occupancy restrictions, and a state agency or local government re-
34 quires the tenant to move as a result of the noncompliance, the tenant may recover the tenant's
35 actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if
36 the noncompliance was caused by the tenant.

37 (4) This section does not apply to a vacation occupancy.

38 **SECTION 6.** ORS 105.124 is amended to read:

39 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
40 unit:

41 (1) The complaint must be in substantially the following form and be available from the clerk
42 of the court:

FOR THE COUNTY OF

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

Tenants are in possession of the dwelling unit, premises or rental property described above or located at:

2.

Landlord is entitled to possession of the property because of:

_____ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant.

ORS 90.396 or 90.403.

_____ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.

_____ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.

_____ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.

- 1 _____ 7-day notice with stated cause in
- 2 a week-to-week tenancy. ORS 90.392 (6).
- 3 _____ 10-day notice for a pet violation,
- 4 a repeat violation in a month-to-month
- 5 tenancy or without stated cause in a
- 6 week-to-week tenancy. ORS 90.392 (5),
- 7 90.405 or 90.427 (2).
- 8 _____ 20-day notice for a repeat violation.
- 9 ORS 90.630 (4).
- 10 _____ 30-day, 60-day, **90-day** or 180-day
- 11 notice without stated cause in
- 12 a month-to-month tenancy.
- 13 ORS 90.427 (3) or (4) or 90.429.
- 14 _____ 30-day notice with stated cause.
- 15 ORS 90.392, 90.630 or 90.632.
- 16 _____ Notice to bona fide tenants after
- 17 foreclosure sale or termination of
- 18 fixed term tenancy after foreclosure
- 19 sale. ORS 86.782 (6)(c).
- 20 _____ Other notice _____
- 21 _____ No notice (explain) _____

22

23 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

24

25

3.

26

If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

28

Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees.

30

I certify that the allegations and factual assertions in this complaint are true to the best of my knowledge.

32

33

34

Signature of landlord or agent.

35

36

37

(2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

40

(3) A copy of the notice relied upon, if any, must be attached to the complaint.

41

SECTION 7. ORS 90.460 is amended to read:

42

90.460. (1) As used in this section[,]:

43

(a) "Bedroom" has the meaning given that term in ORS 90.262.

44

(b) "**Building**" means a dwelling unit or a structure containing a dwelling unit.

45

(2) A landlord shall provide at all times during the tenancy [*a route of exit from a bedroom, other*

1 *than the main entrance to the bedroom, for use during an emergency. The secondary route of exit must*
2 *conform to applicable law.] a route or routes of exit from each bedroom and, if required, a*
3 **secondary route of exit from each bedroom, for use during an emergency. The routes of exit**
4 **must conform to applicable law in effect at the time of occupancy of the building or in effect**
5 **after a renovation or change of use of the building, whichever is later.**

6 (3)(a) If the landlord fails to comply with the requirements of this section, the tenant may re-
7 cover actual damages, and the tenant may terminate the tenancy by providing the landlord actual
8 notice and a description of the noncompliance 72 hours prior to the date of termination.

9 (b) If the landlord cures the noncompliance within the 72-hour period:

10 (A) The tenancy does not terminate; and

11 (B) The tenant may recover the tenant's actual damages.

12 (c) If the landlord fails to cure the noncompliance within the 72-hour period:

13 (A) The tenancy terminates;

14 (B) The tenant may recover twice the tenant's actual damages or twice the periodic rent,
15 whichever is greater; and

16 (C) The landlord must return all security deposits and prepaid rent owed to the tenant under
17 ORS 90.300 within four days after the termination.

18 **SECTION 8. Section 2 of this 2016 Act and the amendments to ORS 90.220 by section 3**
19 **of this 2016 Act apply to increases in rent occurring on or after the 30th day after the ef-**
20 **fective date of this 2016 Act.**

21 **SECTION 9. The amendments to ORS 90.230, 90.427 and 105.124 by sections 4, 5 and 6 of**
22 **this 2016 Act apply to terminations of tenancies occurring on or after the 30th day after the**
23 **effective date of this 2016 Act.**

24 **SECTION 10. This 2016 Act being necessary for the immediate preservation of the public**
25 **peace, health and safety, an emergency is declared to exist, and this 2016 Act takes effect**
26 **on its passage.**