

**Minority Report**  
**B-Engrossed**  
**House Bill 4143**

Ordered by the House February 19  
Including House Amendments dated February 11 and House Minority  
Report Amendments dated February 19

Sponsored by nonconcurring members of the House Committee on Rules: Representatives KENNEMER, WILSON

**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 rent increases and termination of certain periodic tenancies.

Modifies provisions requiring landlord to provide emergency exits from bedrooms.

**Prohibits enforcement of local government ordinance, provision or regulation requiring notice periods for rent increase or termination of certain periodic tenancies exceeding notice periods required by statute.**

**Permits development of affordable housing units on rural residential land owned or held by qualifying landowner.**

**Exempts or defers property taxes due with respect to homesteads for individuals aged 70 years or older under certain conditions.**

**Prohibits local government that declares housing emergency from charging building or development permit fees or system development charges in excess of actual costs incurred by local government.**

**Permits counties to grant veterans of any disability level property tax exemption in amounts greater than provided by statute.**

*[Declares emergency, effective on passage.]*

**Takes effect on 91st day following adjournment sine die.**

**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 prescribing an effective date.

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

5 **SECTION 1. Sections 2 and 8 of this 2016 Act are added to and made a part of ORS**  
6 **chapter 90.**

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

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

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

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

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

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

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

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

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

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

3       90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not  
4 prohibited by this chapter or other rule of law including rent, term of the agreement and other  
5 provisions governing the rights and obligations of the parties.

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

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

10       (4) Except as provided in this subsection, the rental agreement must include a disclosure of the  
11 smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is  
12 not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined  
13 in ORS 90.100.

14       (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to  
15 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

43       (A) Outstanding rent from prior rental periods;

44       (B) Rent for the current rental period;

45       (C) Utility or service charges;

1 (D) Late rent payment charges; and

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

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

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

6 90.427. (1) As used in this section, “first year of occupancy” includes all periods in which any  
7 of the tenants has resided in the dwelling unit for one year or less.

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

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

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

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

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

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

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

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

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

34 *[(a) The dwelling unit is purchased separately from any other dwelling unit;]*

35 *[(b) The landlord has accepted an offer to purchase the dwelling unit from a person who intends*  
36 *in good faith to occupy the dwelling unit as the person’s primary residence; and]*

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

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

43 **(a) Dies;**

44 **(b) Suffers a disability, as defined in ORS 315.262;**

45 **(c) Becomes incapacitated, as defined in ORS 125.005, and a guardian or fiduciary has**

1 **been appointed to make financial decisions on behalf of the landlord; or**

2 **(d) Intends to care for a child or parent with a disability and:**

3 **(A) The landlord wishes to occupy the premises personally with the child or parent; or**

4 **(B) The landlord has accepted an offer to purchase the dwelling unit and has provided the**  
5 **tenant with notice in writing of the offer to purchase and a written attestation that the**  
6 **proceeds of the sale are necessary to provide the child or parent with residential care in a**  
7 **long term care facility, as that term is used in ORS chapter 443, or home care services or**  
8 **adult support services, both as defined in ORS 410.600.**

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

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

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

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

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

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

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

28 (9) Subsections (2) to (5) of this section do not apply to a month-to-month tenancy subject to ORS  
29 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.

30 **(10) Notwithstanding subsections (3)(c) and (4)(b) of this section, the termination of a**  
31 **tenancy for the occupancy of a recreational vehicle in a manufactured dwelling park, mobile**  
32 **home park or recreational vehicle park, all as defined in ORS 197.492, must comply with ORS**  
33 **90.230 (1)(a).**

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

35 90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling  
36 park, mobile home park or recreational vehicle park, all as defined in ORS 197.492, the landlord  
37 shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term tenancy.  
38 The rental agreement must state:

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

45 **(B) As used in this paragraph, "first year of occupancy" includes all periods in which any**

1 **of the tenants has resided in the recreational vehicle in the manufactured dwelling park,**  
2 **mobile home park or recreational vehicle park for one year or less.**

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

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

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

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

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

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

19 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling  
20 unit:

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

23 \_\_\_\_\_  
24  
25 IN THE CIRCUIT COURT  
26 FOR THE COUNTY OF  
27 \_\_\_\_\_

28 No. \_\_\_\_\_

29  
30 RESIDENTIAL EVICTION COMPLAINT

31  
32 PLAINTIFF (Landlord or agent):

33 \_\_\_\_\_  
34 \_\_\_\_\_

35 Address: \_\_\_\_\_

36 City: \_\_\_\_\_

37 State: \_\_\_\_\_ Zip: \_\_\_\_\_

38 Telephone: \_\_\_\_\_

39  
40 vs.

41  
42 DEFENDANT (Tenants/Occupants):

43 \_\_\_\_\_  
44 \_\_\_\_\_

45 MAILING ADDRESS: \_\_\_\_\_

1 City: \_\_\_\_\_  
2 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
3 Telephone: \_\_\_\_\_  
4

5 1.

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

8  
9 \_\_\_\_\_  
10

11 2.

12 Landlord is entitled to possession of the property because of:

- 13  
14 \_\_\_\_\_ 24-hour notice for personal  
15 injury, substantial damage, extremely  
16 outrageous act or unlawful occupant.  
17 ORS 90.396 or 90.403.  
18 \_\_\_\_\_ 24-hour or 48-hour notice for  
19 violation of a drug or alcohol  
20 program. ORS 90.398.  
21 \_\_\_\_\_ 24-hour notice for perpetrating  
22 domestic violence, sexual assault or  
23 stalking. ORS 90.445.  
24 \_\_\_\_\_ 72-hour or 144-hour notice for  
25 nonpayment of rent. ORS 90.394.  
26 \_\_\_\_\_ 7-day notice with stated cause in  
27 a week-to-week tenancy. ORS 90.392 (6).  
28 \_\_\_\_\_ 10-day notice for a pet violation,  
29 a repeat violation in a month-to-month  
30 tenancy or without stated cause in a  
31 week-to-week tenancy. ORS 90.392 (5),  
32 90.405 or 90.427 (2).  
33 \_\_\_\_\_ 20-day notice for a repeat violation.  
34 ORS 90.630 (4).  
35 \_\_\_\_\_ 30-day, 60-day, **90-day** or 180-day  
36 notice without stated cause in  
37 a month-to-month tenancy.  
38 ORS 90.427 (3) or (4) or 90.429.  
39 \_\_\_\_\_ 30-day notice with stated cause.  
40 ORS 90.392, 90.630 or 90.632.  
41 \_\_\_\_\_ Notice to bona fide tenants after  
42 foreclosure sale or termination of  
43 fixed term tenancy after foreclosure  
44 sale. ORS 86.782 (6)(c).  
45 \_\_\_\_\_ Other notice \_\_\_\_\_

1 \_\_\_\_\_ No notice (explain) \_\_\_\_\_

2

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

4

5

3.

6

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).

7

8

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

9

10

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

11

12

13

\_\_\_\_\_  
Signature of landlord or agent.

14

15

16

(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.

17

18

19

20

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

21

**SECTION 7.** ORS 90.460 is amended to read:

22

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

23

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

24

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

25

(2) A landlord shall provide at all times during the tenancy [*a route of exit from a bedroom, other than the main entrance to the bedroom, for use during an emergency. The secondary route of exit must conform to applicable law.*] **a route or routes of exit from each bedroom and, if required, a secondary route of exit from each bedroom, for use during an emergency. The routes of exit must conform to applicable law in effect at the time of occupancy of the building or in effect after a renovation or change of use of the building, whichever is later.**

26

27

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30

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

31

32

33

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

34

(A) The tenancy does not terminate; and

35

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

36

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

37

(A) The tenancy terminates;

38

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

39

40

(C) The landlord must return all security deposits and prepaid rent owed to the tenant under

41

ORS 90.300 within four days after the termination.

42

**SECTION 8. A local government ordinance, provision or regulation that requires a landlord to provide a tenant with written notice of a rent increase or termination of the tenancy that exceeds the notice period required by ORS 90.230 and 90.427 and section 2 of this 2016**

43

44

45

1 Act is void and unenforceable.

2 **SECTION 9.** (1) As used in this section:

3 (a) “Affordable housing units” means a development of two or more housing units that  
4 are rented at a rate not to exceed 30 percent of the median family income for a family of four  
5 residing within the county in which the housing units are located.

6 (b) “Qualifying landowner” means a person that is recognized as tax exempt under sec-  
7 tion 501(c)(3) of the Internal Revenue Code or a religious corporation as defined in ORS  
8 65.001.

9 (c) “Rural residential land” means land zoned for rural residential use or development.

10 (2) Notwithstanding contrary provisions of law, statewide land use planning goals and the  
11 administrative rules implementing those goals, a qualifying landowner may develop affordable  
12 housing units on rural residential land owned or held by the qualifying landowner.

13 (3) A county with land use jurisdiction over rural residential land shall develop a process  
14 by which qualifying landowners may apply to the county to develop affordable housing units  
15 as permitted in this section.

16 (4) A qualifying landowner that intends to develop affordable housing units as permitted  
17 in this section:

18 (a) Shall submit an application for approval of a development project for affordable  
19 housing units to the county that has land use jurisdiction over the rural residential land  
20 proposed for development.

21 (b) May commence the development project only after receiving approval from the  
22 county.

23 (c) May collaborate or partner with other organizations, including local, state and federal  
24 government agencies and other nonprofit organizations, that have programs for or experi-  
25 ence with developing affordable housing.

26 (d) Shall ensure that any construction performed in the process of developing affordable  
27 housing units as permitted in this section is performed in a workmanlike manner and is in  
28 compliance with state statutes, local ordinances and the state building code.

29 **SECTION 10.** Sections 11 and 12 of this 2016 Act are added to and made a part of ORS  
30 311.666 to 311.701.

31 **SECTION 11.** (1) Notwithstanding any other provision of law, the total amount of prop-  
32 erty taxes due with respect to a homestead owned by individuals described in subsection (3)  
33 of this section who have filed a valid claim under subsection (4) of this section may not ex-  
34 ceed the limit described in subsection (2) of this section.

35 (2)(a) The limit referred to in subsection (1) of this section equals the total amount of  
36 property taxes due as shown on the tax statement delivered pursuant to ORS 311.250 with  
37 respect to the homestead for the property tax year immediately preceding the first property  
38 tax year to which a valid claim filed under subsection (4) of this section relates.

39 (b) Amounts in excess of the limit for any property tax year shall be abated.

40 (3)(a) A claim for the relief allowable under this section may be filed if all individuals  
41 listed on the title documents of the homestead:

42 (A) Are 70 years of age or older at the time the claim is filed; and

43 (B) Had federal adjusted gross income for the preceding year that in the aggregate did  
44 not exceed 150 percent of the federal poverty guidelines.

45 (b) Notwithstanding subsection (1) of this section, a claim may be filed by a family



1 member on behalf of individuals described in paragraph (a) of this subsection if, for reasons  
2 of health, the dwelling has been transferred to the control of a legal guardian or conservator,  
3 provided the individuals reside in the dwelling.

4 (4)(a) A claim for the relief allowable under this section must:

5 (A) Be in writing on a form supplied by the Department of Revenue;

6 (B) Describe the homestead;

7 (C) Recite all facts establishing the eligibility of the homestead for, and of the individual  
8 to claim, the relief; and

9 (D) Have attached:

10 (i) Any documentary proof required by the department; and

11 (ii) A written declaration by the individuals that the statements contained in the claim  
12 are true.

13 (b) The claim must be filed with the assessor of the county in which the homestead is  
14 located after January 1 and on or before April 15 immediately preceding the property tax  
15 year for which the relief is claimed.

16 (5) The county assessor shall forward each claim filed under this section to the depart-  
17 ment, and the department shall determine whether the property is eligible for, and the indi-  
18 viduals are eligible to claim, the relief.

19 (6) If the individuals and the homestead are determined to be eligible, a timely claim for  
20 the relief has the effect of requiring the county assessor to determine the total amount of  
21 taxes due on the homestead within the limit described in subsection (2) of this section.

22 (7) Any individuals aggrieved by the denial of a claim for the relief allowable under this  
23 section may appeal in the manner provided by ORS 305.404 to 305.560.

24 (8) The relief allowable under this section is in addition to and not in lieu of any other  
25 property tax limit, partial exemption, special assessment or deferral.

26 **SECTION 12.** (1) Notwithstanding any other provision of law, the total amount of prop-  
27 erty taxes that may be collected with respect to a homestead owned by individuals described  
28 in subsection (3) of this section who have filed a valid claim under ORS 311.672 may not ex-  
29 ceed the limit described in subsection (2) of this section.

30 (2)(a) The limit referred to in subsection (1) of this section equals the total amount of  
31 property taxes due as shown on the tax statement delivered pursuant to ORS 311.250 with  
32 respect to a homestead for the property tax year immediately preceding the first property  
33 tax year to which a valid claim filed under subsection (3) of this section relates.

34 (b) The amount by which the property taxes assessed in any property tax year exceed the  
35 limit described in this subsection shall be deferred in the manner described in ORS 311.666  
36 to 311.701.

37 (c) Notwithstanding paragraph (b) of this subsection, interest shall not accrue under ORS  
38 311.674 (3) on amounts deferred under this section.

39 (3)(a) Notwithstanding ORS 311.668 and 311.670, a claim for deferral under this section  
40 may be filed if all individuals listed on the title documents of the homestead:

41 (A) Are 70 years of age or older at the time the claim is filed; and

42 (B) Had federal adjusted gross income for the preceding year that in the aggregate was  
43 greater than 150 percent, but less than 301 percent, of the federal poverty guidelines.

44 (b) Notwithstanding subsection (1) of this section, a claim may be filed by a family  
45 member on behalf of individuals described in paragraph (a) of this subsection if, for reasons

1 of health, the dwelling has been transferred to the control of a legal guardian or conservator,  
2 provided the individuals reside in the dwelling.

3 (4) The provisions of ORS 311.666 to 311.701 apply to deferral granted under this section  
4 to the extent that they do not conflict with the provisions of this section.

5 SECTION 13. Sections 11 and 12 of this 2016 Act apply to property tax years beginning  
6 on or after July 1, 2017.

7 SECTION 14. (1) A local government that adopts an ordinance or resolution declaring a  
8 housing emergency may not charge a building or development permit fee or system devel-  
9 opment charge for any new construction, reconstruction or renovation of real property lo-  
10 cated within the boundaries of the local government that is in excess of the actual costs  
11 incurred by the local government in performing the associated inspection or design review.

12 (2) The prohibition in subsection (1) of this section applies until the local government  
13 adopts an ordinance or resolution terminating the housing emergency.

14 SECTION 15. Section 16 of this 2016 Act is added to and made a part of ORS 307.250 to  
15 307.283.

16 SECTION 16. (1) The governing body of a county may adopt an ordinance or resolution  
17 that grants an exemption from ad valorem property taxation for the property described in  
18 ORS 307.270 and, notwithstanding the amounts stated in ORS 307.250, that:

19 (a) Exempts any greater amount of the assessed value of the homestead or personal  
20 property of a veteran or surviving spouse remaining unmarried, up to 100 percent;

21 (b) Applies different disability standards, or none; and

22 (c) Allows for a higher limit, or no limit, on total gross income of a veteran with disa-  
23 bilities of 40 percent or more, or no limit.

24 (2) All provisions of ORS 307.250, 307.260, 307.262 and 307.270 that do not conflict with the  
25 exemption apply to an exemption adopted by a county pursuant to this section.

26 SECTION 17. Section 2 of this 2016 Act and the amendments to ORS 90.220 by section 3  
27 of this 2016 Act apply to increases in rent occurring on or after the 30th day after the ef-  
28 fective date of this 2016 Act.

29 SECTION 18. The amendments to ORS 90.230, 90.427 and 105.124 by sections 4, 5 and 6  
30 of this 2016 Act apply to terminations of tenancies occurring on or after the 30th day after  
31 the effective date of this 2016 Act.

32 SECTION 19. Section 14 of this 2016 Act applies to ordinances and resolutions adopted  
33 by local governments on or after January 1, 2015.

34 SECTION 20. This 2016 Act takes effect on the 91st day after the date on which the 2016  
35 regular session of the Seventy-eighth Legislative Assembly adjourns sine die.

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