

Requested by Representative KOTEK

**PROPOSED AMENDMENTS TO
HOUSE BILL 4143**

1 On page 1 of the printed bill, line 2, delete “90.100,” and after “90.427”
2 insert “, 90.460”.

3 Delete lines 5 through 31.

4 Delete pages 2 through 10 and insert:

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

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

11 **“(2) If a tenancy is a month-to-month tenancy, the landlord may**
12 **not increase the rent unless at least one of the tenants has resided in**
13 **the dwelling unit for one year or more.**

14 **“(3) If a tenancy is a month-to-month tenancy, the landlord may**
15 **not increase the rent at any time after at least one of the tenants has**
16 **resided in the dwelling unit for one year or more without giving each**
17 **affected tenant written notice at least 90 days prior to the effective**
18 **date of the rent increase.**

19 **“(4) The notices required under this section must specify:**

20 **“(a) The amount of the rent increase;**

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

1 “(c) The date on which the increase becomes effective.

2 “(5) This section does not apply to tenancies operating under the
3 direction or control of an agency of state government as defined in
4 ORS 174.111 or a federal governmental agency.

5 “SECTION 3. ORS 90.220 is amended to read:

6 “90.220. (1) A landlord and a tenant may include in a rental agreement
7 terms and conditions not prohibited by this chapter or other rule of law in-
8 cluding rent, term of the agreement and other provisions governing the
9 rights and obligations of the parties.

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

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

14 “(4) Except as provided in this subsection, the rental agreement must in-
15 clude a disclosure of the smoking policy for the premises that complies with
16 ORS 479.305. A disclosure of smoking policy is not required in a rental
17 agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
18 in ORS 90.100.

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

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

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

25 “(a) Rent is payable without demand or notice at the time and place
26 agreed upon by the parties. Unless otherwise agreed, rent is payable at the
27 dwelling unit, periodic rent is payable at the beginning of any term of one
28 month or less and otherwise in equal monthly or weekly installments at the
29 beginning of each month or week, depending on whether the tenancy is
30 month-to-month or week-to-week. Rent may not be considered to be due prior

1 to the first day of each rental period. [*Rent may not be increased without a*
2 *30-day written notice thereof in the case of a month-to-month tenancy or a*
3 *seven-day written notice thereof in the case of a week-to-week tenancy.*] **Rent**
4 **increases must comply with the provisions of section 2 of this 2016 Act.**

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

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

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

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

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

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

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

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

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

21 “(9)(a) Notwithstanding a provision in a rental agreement regarding the
22 order of application of tenant payments, a landlord shall apply tenant pay-
23 ments in the following order:

24 “(A) Outstanding rent from prior rental periods;

25 “(B) Rent for the current rental period;

26 “(C) Utility or service charges;

27 “(D) Late rent payment charges; and

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

30 “(b) This subsection does not apply to rental agreements subject to ORS

1 90.505 to 90.850.

2 **“SECTION 4.** ORS 90.427 is amended to read:

3 “90.427. (1) As used in this section, ‘first year of occupancy’ includes all
4 periods in which any of the tenants has resided in the dwelling unit for one
5 year or less.

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

9 “(3) If a tenancy is a month-to-month tenancy:

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

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

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

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

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

29 “(b) After the specified ending date for the fixed term, at any time during
30 the month-to-month tenancy, the landlord may terminate the tenancy without

1 cause only by giving the tenant notice in writing not less than [60] **90** days
2 prior to the date designated in the notice for the termination of the tenancy.

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

7 “(a) The dwelling unit is purchased separately from any other dwelling
8 unit;

9 “(b) The landlord has accepted an offer to purchase the dwelling unit from
10 a person who intends in good faith to occupy the dwelling unit as the
11 person’s primary residence; and

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

15 “(6) The tenancy shall terminate on the date designated and without re-
16 gard to the expiration of the period for which, by the terms of the tenancy,
17 rents are to be paid. Unless otherwise agreed, rent is uniformly
18 apportionable from day to day.

19 “(7) If the tenant remains in possession without the landlord’s consent
20 after expiration of the term of the rental agreement or its termination, the
21 landlord may bring an action for possession. In addition, the landlord may
22 recover from the tenant any actual damages resulting from the tenant hold-
23 ing over, including the value of any rent accruing from the expiration or
24 termination of the rental agreement until the landlord knows or should know
25 that the tenant has relinquished possession to the landlord. If the landlord
26 consents to the tenant’s continued occupancy, ORS 90.220 (7) applies.

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

29 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or ten-
30 ant may include in a notice of termination given under subsection (2) or (3)

1 of this section an explanation of the reason for the termination without
2 having to prove the reason. An explanation does not give the person receiv-
3 ing the notice of termination a right to cure the reason if the notice states
4 that:

5 “(A) The notice is given without stated cause;

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

8 “(C) The person giving the notice need not prove the reason for the ter-
9 mination in a court action.

10 “(9) Subsections (2) to (5) of this section do not apply to a month-to-month
11 tenancy subject to ORS 90.429 or other tenancy created by a rental agree-
12 ment subject to ORS 90.505 to 90.850.

13 **“SECTION 5.** ORS 90.230 is amended to read:

14 “90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in
15 a manufactured dwelling park, mobile home park or recreational vehicle
16 park, all as defined in ORS 197.492, the landlord shall provide a written
17 rental agreement for a month-to-month, week-to-week or fixed-term tenancy.
18 The rental agreement must state:

19 “(a)(A) If applicable, that the tenancy may be terminated [*by the landlord*
20 *under ORS 90.427 without cause upon 30 or 60 days’ written notice for a*
21 *month-to-month tenancy or upon 10 days’ written notice for a week-to-week*
22 *tenancy.*] **as provided in ORS 90.427, except that the landlord shall pro-**
23 **vide 30 days’ written notice for a month-to-month tenancy during the**
24 **first year of occupancy, 60 days’ written notice for a month-to-month**
25 **tenancy at any time after the first year of occupancy and 10 days’**
26 **written notice for a week-to-week tenancy.**

27 “(B) **As used in this paragraph, ‘first year of occupancy’ includes**
28 **all periods in which any of the tenants has resided in the recreational**
29 **vehicle in the manufactured dwelling park, mobile home park or rec-**
30 **reational vehicle park for one year or less.**

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

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

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

11 “(3) If the occupancy fails at any time to comply with the requirements
12 of ORS 197.493 (1) for exemption from placement and occupancy restrictions,
13 and a state agency or local government requires the tenant to move as a
14 result of the noncompliance, the tenant may recover the tenant’s actual
15 damages or twice the periodic rent, whichever is greater. This subsection
16 does not apply if 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
20 applies to the dwelling unit:

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

23 “ _____

24 IN THE CIRCUIT COURT

25 FOR THE COUNTY OF

26 _____

27 No. _____

28

29 RESIDENTIAL EVICTION COMPLAINT

30

1 PLAINTIFF (Landlord or agent):

2 _____

3 _____

4 Address: _____

5 City: _____

6 State: _____ Zip: _____

7 Telephone: _____

8

9 vs.

10

11 DEFENDANT (Tenants/Occupants):

12 _____

13 _____

14 MAILING ADDRESS: _____

15 City: _____

16 State: _____ Zip: _____

17 Telephone: _____

18

19 1.

20 Tenants are in possession of the dwelling unit, premises or rental prop-
21 erty described above or located at:

22

23 _____

24

25 2.

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

27

28 _____ 24-hour notice for personal

29 injury, substantial damage, extremely

30 outrageous act or unlawful occupant.

1 ORS 90.396 or 90.403.

2 _____ 24-hour or 48-hour notice for

3 violation of a drug or alcohol

4 program. ORS 90.398.

5 _____ 24-hour notice for perpetrating

6 domestic violence, sexual assault or

7 stalking. ORS 90.445.

8 _____ 72-hour or 144-hour notice for

9 nonpayment of rent. ORS 90.394.

10 _____ 7-day notice with stated cause in

11 a week-to-week tenancy. ORS 90.392 (6).

12 _____ 10-day notice for a pet violation,

13 a repeat violation in a month-to-month

14 tenancy or without stated cause in a

15 week-to-week tenancy. ORS 90.392 (5),

16 90.405 or 90.427 (2).

17 _____ 20-day notice for a repeat violation.

18 ORS 90.630 (4).

19 _____ 30-day, 60-day, **90-day** or 180-day notice without

20 stated cause in a month-to-month

21 tenancy. ORS 90.427 (3) or (4) or 90.429.

22 _____ 30-day notice with stated cause.

23 ORS 90.392, 90.630 or 90.632.

24 _____ Notice to bona fide tenants after

25 foreclosure sale or termination of

26 fixed term tenancy after foreclosure

27 sale. ORS 86.782 (6)(c).

28 _____ Other notice _____

29 _____ No notice (explain) _____

30

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

2

3 3.

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

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

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

11

12 _____

13 Signature of landlord or agent.

14 “ _____

15 “(2) The complaint must be signed by the plaintiff or an attorney repre-
16 senting the plaintiff as provided by ORCP 17, or verified by an agent or
17 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

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

21 “90.460. (1) As used in this section[,]:

22 “(a) ‘Bedroom’ has the meaning given that term in ORS 90.262.

23 “(b) **‘Building’ means a dwelling unit or a structure containing a**
24 **dwelling unit.**

25 “(2) A landlord shall provide at all times during the tenancy [*a route of*
26 *exit from a bedroom, other than the main entrance to the bedroom, for use*
27 *during an emergency. The secondary route of exit must conform to applicable*
28 *law.*] **a route or routes of exit from each bedroom and, if required, a**
29 **secondary route of exit from each bedroom, for use during an emer-**
30 **gency. The routes of exit must conform to applicable law in effect at**

1 **the time of occupancy of the building or in effect after a renovation**
2 **or change of use of the building, whichever is later.**

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

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

8 “(A) The tenancy does not terminate; and

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

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

12 “(A) The tenancy terminates;

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

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

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

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

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

27