

Requested by Representative LIVELY

**PROPOSED AMENDMENTS TO
HOUSE BILL 4125**

1 On page 1 of the printed bill, line 3, after “ORS” insert “90.320,”.

2 On page 2, line 9, after “education” delete the rest of the line and insert
3 “; or”.

4 Delete lines 19 and 20 and insert “water that has contaminant problems
5 or with repair or replacement of wells because of ground water that has
6 contaminant problems.”.

7 Delete lines 29 through 32 and insert:

8 “(3) The authority shall provide property owners that receive a grant or
9 loan under this section with information necessary to install a treatment
10 system or to repair or replace a well, including information on the efficacy
11 of different treatment systems or well designs and information on businesses
12 that sell treatment systems or that repair or replace wells. In providing in-
13 formation under this section, the authority may post information on a
14 website maintained by the authority and provide notice of the website to
15 property owners that receive a grant or loan under this section.”.

16 On page 3, after line 19, insert:

17 **“SECTION 6. In addition to and not in lieu of any other appropri-
18 ation, there is appropriated to the Oregon Health Authority, for the
19 biennium beginning July 1, 2015, out of the General Fund, the amount
20 of \$15,000, for deposit in the Safe Ground Water Fund established in
21 section 5 of this 2016 Act.**

1 **“LANDLORD TESTING OF DRINKING WATER**

2
3 **“SECTION 7. Section 8 of this 2016 Act is added to and made a part**
4 **of ORS 90.100 to 90.465.**

5 **“SECTION 8. (1) For each dwelling rented by a landlord for which**
6 **a source of drinking water is a well, the landlord shall collect and test**
7 **samples of drinking water in accordance with this section, for the**
8 **purpose of having those samples tested in accordance with rules**
9 **adopted by the Oregon Health Authority.**

10 **“(2)(a) A landlord subject to this section must ensure that each well**
11 **for which drinking water collected under this section is tested as fol-**
12 **lows:**

13 **“(A) The drinking water must be tested for arsenic at least once**
14 **during the life of the well, no later than 30 days after installing the**
15 **well.**

16 **“(B) Except as provided in paragraphs (b) and (c) of this subsection,**
17 **the drinking water must be tested for total coliform bacteria and**
18 **nitrates at least once each year. If the results of a test conducted**
19 **under this subparagraph confirm that drinking water collected under**
20 **this section contains:**

21 **“(i) Any amount of total coliform bacteria, the landlord must, as**
22 **soon as practicable, treat the drinking water and retest the drinking**
23 **water to confirm that all coliform bacteria has been removed; or**

24 **“(ii) An amount of nitrates that exceeds the amount of nitrates that**
25 **drinking water may safely contain as established by the United States**
26 **Environmental Protection Agency, the landlord must, as soon as**
27 **practicable, treat the drinking water and retest the drinking water to**
28 **confirm that nitrates are at an acceptable level.**

29 **“(b) If the results of tests conducted under paragraph (a)(B) of this**
30 **subsection for three consecutive years confirm that drinking water**

1 collected under this section does not contain any total coliform bac-
2 teria or nitrates, the landlord is not required to collect and test
3 drinking water from that well for the next five years.

4 “(c) If the results of the first test conducted under paragraph (a)(B)
5 of this subsection following a five-year period of a landlord not being
6 required to conduct a test to confirm that drinking water collected
7 under this section does not contain any total coliform bacteria or
8 nitrates, the landlord is not required to collect and test drinking water
9 from that well for the next five years.

10 “(d) A landlord subject to this section must report the results of
11 tests conducted under this subsection to the Oregon Health Authority
12 in a form and manner prescribed by the authority.

13 “(3)(a) In accordance with rules adopted by the authority:

14 “(A) Except as provided in paragraph (b) of this subsection, a
15 landlord subject to this section shall collect samples of drinking water
16 from a dwelling’s primary dispenser of drinking water.

17 “(B) A landlord subject to this section may collect supplementary
18 samples of drinking water from a dwelling’s other dispensers of
19 drinking water or from a dwelling’s well head.

20 “(b) A landlord subject to this section may delegate the landlord’s
21 duty to collect samples of drinking water to a tenant if the landlord
22 and the tenant agree to the delegation in writing and the agreement
23 is made in good faith and for adequate consideration.

24 “(4) At the beginning of a tenancy for a dwelling for which a land-
25 lord must collect and test drinking water under this section, the
26 landlord must provide to the tenant:

27 “(a) Notice that the dwelling has a well as a source of drinking
28 water;

29 “(b) Notice that the dwelling’s drinking water has been tested for
30 arsenic, total coliform bacteria and nitrates;

1 “(c) The results of the most recent test for arsenic;

2 “(d) The results of the most recent test for total coliform bacteria

3 and nitrates;

4 “(e) The date on which the most recent test for total coliform bac-

5 teria and nitrates was conducted; and

6 “(f) The date on which the next test for total coliform bacteria and

7 nitrates will be conducted.

8 “(5) Each time a landlord conducts a test under subsection (2)(a)(B),

9 (b) or (c) of this section, no later than 30 days after conducting the

10 test, the landlord must provide the tenant of the dwelling for which

11 the landlord conducted the test with the following information:

12 “(a) If the results of the test confirm that the drinking water does

13 not contain any total coliform bacteria or nitrates, with:

14 “(A) Notice of having conducted the test;

15 “(B) A summary of the test results;

16 “(C) A statement that the tenant may request a copy of the test

17 results; and

18 “(D) The date on which the landlord will next test the drinking

19 water.

20 “(b) If the results of the test confirm that the drinking water con-

21 tains total coliform bacteria or nitrates, with:

22 “(A) Notice of having conducted the test;

23 “(B) A copy of the test results;

24 “(C) If applicable, the date on which the landlord treated or will

25 treat the drinking water;

26 “(D) The date on which the landlord will next test the drinking

27 water; and

28 “(E) The handout adopted by the authority under subsection (6) of

29 this section.

30 “(6) The authority shall adopt by rule:

1 “(a) A form that a landlord subject to this section shall use to
2 provide information described in subsection (5)(a) of this section; and

3 “(b) A handout providing information on testing drinking water for
4 contaminants and the impact that drinking water that contains con-
5 taminants can have on a person’s health.

6 “(7) This section does not apply to a dwelling that is:

7 “(a) Subject to ORS 90.505 to 90.850; or

8 “(b) Part of a premises subject to regulation under ORS 448.119 to
9 448.285, 454.235 and 454.255, as described in ORS 448.119.

10 “(8) If a landlord fails to conduct a test or disclose test results as
11 required by this section, the tenant renting the dwelling from the
12 landlord may recover the actual damages of the tenant or \$300,
13 whichever is greater.

14 “(9) For purposes of ORS 90.320 (1)(c)(D), violation of this section
15 makes a dwelling uninhabitable on the basis that the water supply is
16 not maintained in a manner that provides safe drinking water.

17 “SECTION 9. Notwithstanding section 8 (2) of this 2016 Act, if the
18 results of the first test of drinking water for total coliform bacteria
19 and nitrates following the operative date specified in section 13 of this
20 2016 Act confirm that drinking water collected under section 8 of this
21 2016 Act does not contain any total coliform bacteria or nitrates, the
22 landlord of the dwelling for which the test is conducted is not required
23 to collect and test the drinking water for that dwelling for the next
24 five years.

25 “SECTION 10. (1) For each dwelling rented by a landlord for which
26 a source of drinking water is a well, the landlord shall collect and test
27 samples of drinking water in accordance with section 8 of this 2016
28 Act no later than 60 days after the operative date specified in section
29 13 of this 2016 Act.

30 “(2) For each dwelling rented by a landlord for which a source of

1 **drinking water is a well, the landlord shall provide the tenant of the**
2 **dwelling for which the landlord conducted the test with the informa-**
3 **tion described in section 8 (5) of this 2016 Act no later than 90 days**
4 **after the operative date specified in section 13 of this 2016 Act.”.**

5 In line 23, delete “6” and insert “11”.

6 After line 35, insert:

7 **“SECTION 12.** ORS 90.320 is amended to read:

8 “90.320. (1) A landlord shall at all times during the tenancy maintain the
9 dwelling unit in a habitable condition. For purposes of this section, a
10 dwelling unit shall be considered uninhabitable if it substantially lacks:

11 “(a) Effective waterproofing and weather protection of roof and exterior
12 walls, including windows and doors;

13 “(b) Plumbing facilities that conform to applicable law in effect at the
14 time of installation, and maintained in good working order;

15 “(c) A water supply approved under applicable law that is:

16 “(A) Under the control of the tenant or landlord and is capable of
17 producing hot and cold running water;

18 “(B) Furnished to appropriate fixtures;

19 “(C) Connected to a sewage disposal system approved under applicable
20 law; and

21 “(D) Maintained so as to provide safe drinking water, **including meeting**
22 **the requirements of section 8 of this 2016 Act if the dwelling rented**
23 **by the landlord has a well as a source of drinking water,** and to be in
24 good working order to the extent that the system can be controlled by the
25 landlord;

26 “(d) Adequate heating facilities that conform to applicable law at the time
27 of installation and maintained in good working order;

28 “(e) Electrical lighting with wiring and electrical equipment that conform
29 to applicable law at the time of installation and maintained in good working
30 order;

1 “(f) Buildings, grounds and appurtenances at the time of the commence-
2 ment of the rental agreement in every part safe for normal and reasonably
3 foreseeable uses, clean, sanitary and free from all accumulations of debris,
4 filth, rubbish, garbage, rodents and vermin, and all areas under control of
5 the landlord kept in every part safe for normal and reasonably foreseeable
6 uses, clean, sanitary and free from all accumulations of debris, filth, rubbish,
7 garbage, rodents and vermin;

8 “(g) Except as otherwise provided by local ordinance or by written
9 agreement between the landlord and the tenant, an adequate number of ap-
10 propriate receptacles for garbage and rubbish in clean condition and good
11 repair at the time of the commencement of the rental agreement, and the
12 landlord shall provide and maintain appropriate serviceable receptacles
13 thereafter and arrange for their removal;

14 “(h) Floors, walls, ceilings, stairways and railings maintained in good
15 repair;

16 “(i) Ventilating, air conditioning and other facilities and appliances, in-
17 cluding elevators, maintained in good repair if supplied or required to be
18 supplied by the landlord;

19 “(j) Safety from fire hazards, including a working smoke alarm or smoke
20 detector, with working batteries if solely battery-operated, provided only at
21 the beginning of any new tenancy when the tenant first takes possession of
22 the premises, as provided in ORS 479.270, but not to include the tenant’s
23 testing of the smoke alarm or smoke detector as provided in ORS 90.325 (1);

24 “(k) A carbon monoxide alarm, and the dwelling unit:

25 “(A) Contains a carbon monoxide source; or

26 “(B) Is located within a structure that contains a carbon monoxide source
27 and the dwelling unit is connected to the room in which the carbon monoxide
28 source is located by a door, ductwork or a ventilation shaft; or

29 “(L) Working locks for all dwelling entrance doors, and, unless contrary
30 to applicable law, latches for all windows, by which access may be had to

1 that portion of the premises that the tenant is entitled under the rental
2 agreement to occupy to the exclusion of others and keys for those locks that
3 require keys.

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

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

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

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

12 “(3) Any provisions of this section that reasonably apply only to a struc-
13 ture that is used as a home, residence or sleeping place shall not apply to
14 a manufactured dwelling, recreational vehicle or floating home where the
15 tenant owns the manufactured dwelling, recreational vehicle or floating
16 home, rents the space and, in the case of a dwelling or home, the space is
17 not in a facility. Manufactured dwelling or floating home tenancies in which
18 the tenant owns the dwelling or home and rents space in a facility shall be
19 governed by ORS 90.730, not by this section.

20

21

“OPERATIVE DATE

22

23 **“SECTION 13. (1) Sections 7 to 10 of this 2016 Act and the amend-**
24 **ments to ORS 90.320 by section 12 of this 2016 Act become operative**
25 **on March 1, 2017.**

26 **“(2) The Oregon Health Authority may take any action before the**
27 **operative date specified in subsection (1) of this section that is neces-**
28 **sary to enable the authority to exercise, on and after the operative**
29 **date specified in subsection (1) of this section, all the duties, powers**
30 **and functions conferred on the authority by sections 7 to 10 of this 2016**

1 **Act and the amendments to ORS 90.320 by section 12 of this 2016**
2 **Act.”.**

3 In line 39, delete “7” and insert “14”.

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