

B-Engrossed House Bill 2004

Ordered by the Senate June 8
Including House Amendments dated March 31 and Senate Amendments
dated June 8

Sponsored by Representatives GORSEK, PILUSO, POWER, HERNANDEZ, Senators DEMBROW, GELSER, MONNES ANDERSON; Representatives ALONSO LEON, DOHERTY, HOLVEY, KENY-GUYER, KOTEK, MALSTROM, MCLAIN, NOSSE, RAYFIELD, SANCHEZ, SMITH WARNER, Senators MANNING JR, RILEY, TAYLOR (Presession 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.

During first nine months of occupancy, prohibits landlord from terminating month-to-month tenancy within 60 days of receiving from tenant request for repairs to correct certain building, health or housing code violation or uninhabitable condition.

Prohibits landlord from terminating month-to-month tenancy without cause after first *[six]* **nine** months of occupancy except under certain circumstances with *[90 days']* written notice and payment of amount equal to one month's periodic rent. Provides exception for certain tenancies for occupancy of dwelling unit in building or on property occupied by landlord as primary residence. Makes violation defense against action for possession by landlord.

Requires fixed term tenancy to be at least six months in duration, unless tenant requests shorter term.

Requires landlord to give tenant 90 days' notice that fixed term tenancy will terminate upon reaching expiration date or that tenant may renew fixed term tenancy by giving landlord 45 days' notice. If landlord fails to provide notice, requires fixed term tenancy to become month-to-month tenancy upon reaching specified ending date, unless tenant elects to terminate tenancy.

[Requires fixed term tenancy to become month-to-month tenancy upon reaching specific ending date, unless tenant elects to renew or terminate tenancy. Requires landlord to make tenant offer to renew fixed term tenancy.]

[Permits city or county to implement rent stabilization program for rental of dwelling units.]

Prohibits landlord from increasing rent on more than one occasion during any 12-month period.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS 90.100, 90.220, 90.427,
3 90.600 and 105.124 and section 2, chapter 53, Oregon Laws 2016; and declaring an emergency.

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

5 **SECTION 1.** ORS 90.427 is amended to read:

6 90.427. (1) As used in this section¹, *“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 (a) **“First nine months of occupancy” includes all periods in which any of the tenants has**
9 **resided in the dwelling unit for nine months or less.**

10 (b) **“First year of occupancy” includes all periods in which any of the tenants has resided**
11 **in the dwelling unit for one year or less.**

12 (c) **“Immediate family” means:**

13 (A) **An adult person related by blood, adoption, marriage or domestic partnership, as**
14 **defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;**

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 **(B) An unmarried parent of a joint child;**

2 **(C) A child, grandchild, foster child, ward or guardian; or**

3 **(D) A child, grandchild, foster child, ward or guardian of any person listed in subpara-**
4 **graph (A) or (B) of this paragraph.**

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

8 *[(3) If a tenancy is a month-to-month tenancy:]*

9 **(3) Except as provided in subsection (9) of this section, if a tenancy is a month-to-month**
10 **tenancy:**

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

14 **(b)(A) Except as provided in subparagraph (B) of this paragraph,** at any time during the
15 first [year] **nine months** of occupancy, the landlord may terminate the tenancy by giving the tenant
16 notice in writing not less than 30 days prior to the date designated in the notice for the termination
17 of the tenancy.

18 **(B) A landlord may not terminate a tenancy under this paragraph within 60 days of re-**
19 **ceiving a request from the tenant for repairs that are necessary to correct a violation of the**
20 **building, health or housing code or to correct an unhabitable condition, as described in ORS**
21 **90.320.**

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

25 *[(4) If the tenancy is for a fixed term of at least one year and by its terms becomes a month-to-*
26 *month tenancy after the fixed term:]*

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

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

35 **(c) At any time after the first nine months of occupancy, the landlord may terminate the**
36 **tenancy only:**

37 **(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,**
38 **90.396, 90.398, 90.405, 90.440 or 90.445; or**

39 **(B) Under an exception and with notice as described in subsection (5) or (6) of this sec-**
40 **tion.**

41 **(4) Except as provided in subsection (9) of this section, if a tenancy is a fixed term**
42 **tenancy:**

43 **(a) Unless the tenant requests a shorter fixed term, the fixed term must be at least six**
44 **months in duration.**

45 **(b) At any time during the fixed term:**

1 **(A) The tenant may terminate the tenancy without cause by giving the landlord notice**
2 **in writing not less than 30 days prior to the specified ending date for the fixed term or not**
3 **less than 30 days prior to the date designated in the notice for the termination of the**
4 **tenancy, whichever is later.**

5 **(B) The landlord may terminate the tenancy only for cause and with notice as described**
6 **in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.**

7 **(c) Not less than 90 days prior to the specified ending date for the fixed term, the land-**
8 **lord shall give the tenant notice in writing that:**

9 **(A) The tenancy will terminate upon reaching the expiration date of the fixed term; or**

10 **(B) The tenant may renew the tenancy for a fixed term by giving the landlord notice in**
11 **writing not less than 45 days prior to the specified ending date for the fixed term that the**
12 **tenant desires to renew the tenancy.**

13 **(d) If the landlord fails to give the tenant notice as required under paragraph (c) of this**
14 **subsection and the tenant does not terminate the tenancy under paragraph (b)(A) of this**
15 **subsection, the fixed term tenancy becomes a month-to-month tenancy without requiring**
16 **further notice upon reaching the specified ending date for the fixed term.**

17 **(5) [Notwithstanding subsections (3)(c) and (4)(b) of this section,] The landlord may terminate a**
18 **month-to-month tenancy under subsection (3)(c)(B) of this section at any time by giving the ten-**
19 **ant notice in writing not less than [30] 90 days prior to the date designated in the notice for the**
20 **termination of the tenancy if:**

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

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

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

26 **(a) The landlord intends in good faith to convert the dwelling unit to a use other than a**
27 **residential use within a reasonable time.**

28 **(b) The landlord intends in good faith to demolish the dwelling unit within a reasonable**
29 **time.**

30 **(c) The landlord intends in good faith to undertake repairs or renovations that will cause**
31 **the dwelling unit to be unsafe or unfit for occupancy during the repairs or renovations. If a**
32 **landlord terminates a tenancy pursuant to this paragraph, after the repairs or renovations**
33 **are complete and the dwelling unit is safe and lawful to occupy, the landlord must offer the**
34 **tenant the option to enter into a new rental agreement before offering the dwelling unit for**
35 **rent to any other person.**

36 **(d) The dwelling unit is unsafe or unfit for occupancy and the landlord intends in good**
37 **faith to undertake repairs within a reasonable time to correct the condition of the dwelling**
38 **unit. If a landlord terminates a tenancy pursuant to this paragraph, after the repairs are**
39 **complete and the dwelling unit is safe and lawful to occupy, the landlord must offer the**
40 **tenant the option to enter into a new rental agreement before offering the dwelling unit for**
41 **rent to any other person.**

42 **(e) The landlord has:**

43 **(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling**
44 **unit from a person who intends in good faith to occupy the dwelling unit as the person's**
45 **primary residence; and**

1 (B) Provided the notice, and written evidence of the offer to purchase the dwelling unit,
2 to the tenant not more than 120 days after accepting the offer to purchase.

3 (f) The landlord has:

4 (A) Listed the dwelling unit for sale;

5 (B) Reasonably determined that the dwelling unit must be unoccupied to facilitate the
6 sale; and

7 (C) Provided the tenant with a copy of the real estate listing for the dwelling unit.

8 (g)(A) The landlord intends in good faith for the landlord or a member of the landlord's
9 immediate family to occupy the dwelling unit as a primary residence; and

10 (B) The landlord does not own a comparable unit in the same building that is available
11 for occupancy at the same time that the tenant receives notice to terminate the tenancy.

12 (6) Notwithstanding subsection (5) of this section, the landlord may terminate a month-
13 to-month tenancy under subsection (3)(c)(B) of this section at any time by giving the tenant
14 notice in writing not less than 30 days prior to the date designated in the notice for the
15 termination of the tenancy if the landlord:

16 (a) Meets the requirements of subsection (5)(f) of this section; and

17 (b) Gives the tenant notice in writing that the dwelling unit is listed for sale within 14
18 days of listing the dwelling unit.

19 (7)(a) A landlord that terminates a tenancy under an exception described in subsection
20 (5) or (6) of this section shall:

21 (A) State in the notice given to terminate the tenancy the exception under which the
22 tenancy is terminated and facts supporting the exception; and

23 (B) At the time the landlord gives the tenant the notice to terminate the tenancy, pay
24 the tenant an amount equal to one month's periodic rent.

25 (b) The requirements of paragraph (a)(B) of this subsection do not apply to a landlord
26 of four or fewer dwelling units.

27 (8)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (4)(b) or
28 (9) of this section need not state a reason for the termination.

29 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include
30 in a notice of termination given under subsection (2), (3)(a) or (b), (4)(b) or (9) of this section
31 an explanation of the reason for the termination without having to prove the reason. An
32 explanation does not give the person receiving the notice of termination a right to cure the
33 reason if the notice states that:

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

35 (B) The recipient of the notice does not have a right to cure the reason for the termi-
36 nation; and

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

39 (9) If the tenancy is for occupancy in a dwelling unit that is located in the same building
40 or on the same property as the landlord's primary residence, and the building or the property
41 contains not more than two dwelling units, the landlord may terminate the tenancy:

42 (a) At any time during the first year of occupancy by giving the tenant notice in writing
43 not less than 30 days prior to the date designated in the notice for the termination of the
44 tenancy.

45 (b) At any time after the first year of occupancy by giving the tenant notice in writing

1 **not less than 60 days prior to the date designated in the notice for the termination of the**
2 **tenancy.**

3 **(10)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (5), (6) or**
4 **(7) of this section:**

5 **(A) The landlord shall be liable to the tenant in an amount equal to three months' rent**
6 **in addition to actual damages suffered by the tenant as a result of the tenancy termination;**
7 **and**

8 **(B) The tenant has a defense to an action for possession by the landlord.**

9 **(b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant**
10 **commences an action asserting the claim within one year after the tenant knew or should**
11 **have known that the landlord terminated the tenancy in violation of this section.**

12 [(6)] **(11)** The tenancy shall terminate on the date designated and without regard to the expira-
13 tion of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise
14 agreed, rent is uniformly apportionable from day to day.

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

22 [(8)(a) *A notice given to terminate a tenancy under subsection (2) or (3) of this section need not*
23 *state a reason for the termination.*]

24 [(b) *Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a notice*
25 *of termination given under subsection (2) or (3) of this section an explanation of the reason for the*
26 *termination without having to prove the reason. An explanation does not give the person receiving the*
27 *notice of termination a right to cure the reason if the notice states that:*]

28 [(A) *The notice is given without stated cause;*]

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

30 [(C) *The person giving the notice need not prove the reason for the termination in a court action.*]

31 [(9)] **(13)** Subsections (2) to [(5)] **(10)** of this section do not apply to a month-to-month tenancy
32 subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to
33 90.850.

34 **SECTION 2.** Section 2, chapter 53, Oregon Laws 2016, is amended to read:

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

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

39 (a) During the first year after the tenancy begins.

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

42 (c) **On more than one occasion during any 12-month period.**

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

44 (a) The amount of the rent increase;

45 (b) The amount of the new rent; and

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

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

3 **SECTION 3.** ORS 90.600 is amended to read:

4 90.600. (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850
5 apply, the landlord may not increase the rent:

6 (a) Unless the landlord gives notice in writing to each affected tenant at least 90 days prior to
7 the effective date of the rent increase specifying the amount of the increase, the amount of the new
8 rent and the date on which the increase becomes effective.

9 **(b) On more than one occasion during any 12-month period.**

10 (2) This section does not create a right to increase rent that does not otherwise exist.

11 (3) This section does not require a landlord to compromise, justify or reduce a rent increase that
12 the landlord otherwise is entitled to impose.

13 (4) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510
14 (4), requiring a landlord to provide a written rental agreement, create a basis for tenant challenge
15 of a rent increase, judicially or otherwise.

16 (5)(a) The tenants who reside in a facility may elect one committee of seven or fewer members
17 in a facility-wide election to represent the tenants. One tenant of record for each rented space may
18 vote in the election. Upon written request from the tenants' committee, the landlord or a represen-
19 tative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss
20 the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a
21 request from the tenants' committee, a landlord or representative of the landlord shall meet with the
22 tenants' committee at least once, but not more than twice, each calendar year. The meeting shall
23 be held on the premises if the facility has suitable meeting space for that purpose, or at a location
24 reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written
25 summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the
26 landlord's representative shall make a good faith response in writing to the committee's summary
27 within 60 days.

28 (b) The tenants' committee is entitled to informal dispute resolution in accordance with ORS
29 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails
30 to respond in good faith to the written summary as required by paragraph (a) of this subsection.

31 **SECTION 4.** ORS 90.100 is amended to read:

32 90.100. As used in this chapter, unless the context otherwise requires:

33 (1) "Accessory building or structure" means any portable, demountable or permanent structure,
34 including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,
35 steps, ramps, piers and pilings, that is:

36 (a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or

37 (b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a
38 tenant of a manufactured dwelling or floating home.

39 (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding
40 in which rights are determined, including an action for possession.

41 (3) "Applicant screening charge" means any payment of money required by a landlord of an
42 applicant prior to entering into a rental agreement with that applicant for a residential dwelling
43 unit, the purpose of which is to pay the cost of processing an application for a rental agreement for
44 a residential dwelling unit.

45 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-

1 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
2 pearance of any premises or dwelling unit.

3 (5) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

4 (6) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

5 (7) "Conduct" means the commission of an act or the failure to act.

6 (8) "DBH" means the diameter at breast height, which is measured as the width of a standing
7 tree at four and one-half feet above the ground on the uphill side.

8 (9) "Dealer" means any person in the business of selling, leasing or distributing new or used
9 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling
10 or floating home for use as a residence.

11 (10) "Domestic violence" means:

12 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

13 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

14 (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

15 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
16 dence or sleeping place by one person who maintains a household or by two or more persons who
17 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
18 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
19 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
20 not the manufactured dwelling, recreational vehicle or floating home itself.

21 (13) "Essential service" means:

22 (a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or
23 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:

24 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
25 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
26 supplied by the landlord; and

27 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,
28 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
29 makes the dwelling unit unfit for occupancy.

30 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
31 recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

32 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any
33 drainage system; and

34 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,
35 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
36 makes the rented space unfit for occupancy.

37 (14) "Facility" means a manufactured dwelling park or a marina.

38 (15) "Fee" means a nonrefundable payment of money.

39 (16) "First class mail" does not include certified or registered mail, or any other form of mail
40 that may delay or hinder actual delivery of mail to the recipient.

41 (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a
42 specific ending date and terminating on that date without requiring further notice to effect the ter-
43 mination.

44 (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes
45 an accessory building or structure.

- 1 (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.
- 2 (20) "Hazard tree" means a tree that:
- 3 (a) Is located on a rented space in a manufactured dwelling park;
- 4 (b) Measures at least eight inches DBH; and
- 5 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
- 6 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
- 7 risk of causing serious physical harm or damage to individuals or property in the near future.
- 8 (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.
- 9 (22) "Informal dispute resolution" means, but is not limited to, consultation between the landlord
- 10 or landlord's agent and one or more tenants, or mediation utilizing the services of a third party.
- 11 (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or
- 12 premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor
- 13 or sublessor to manage the premises or to enter into a rental agreement.
- 14 (24) "Landlord's agent" means a person who has oral or written authority, either express or
- 15 implied, to act for or on behalf of a landlord.
- 16 (25) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
- 17 mary function of which is to secure the payment of rent for the last month of the tenancy.
- 18 (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured
- 19 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory
- 20 building or structure. "Manufactured dwelling" does not include a recreational vehicle.
- 21 (27) "Manufactured dwelling park" means a place where four or more manufactured dwellings
- 22 are located, the primary purpose of which is to rent space or keep space for rent to any person for
- 23 a charge or fee.
- 24 (28) "Marina" means a moorage of contiguous dwelling units that may be legally transferred as
- 25 a single unit and are owned by one person where four or more floating homes are secured, the pri-
- 26 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.
- 27 (29) "Marina purchase association" means a group of three or more tenants who reside in a
- 28 marina and have organized for the purpose of eventual purchase of the marina.
- 29 (30) "Month-to-month tenancy" means a tenancy that automatically renews and continues for
- 30 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
- 31 the parties, until terminated by one or both of the parties.
- 32 (31) "Organization" includes a corporation, government, governmental subdivision or agency,
- 33 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
- 34 mon interest, and any other legal or commercial entity.
- 35 (32) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
- 36 verally, in whom is vested:
- 37 (a) All or part of the legal title to property; or
- 38 (b) All or part of the beneficial ownership and a right to present use and enjoyment of the
- 39 premises.
- 40 (33) "Person" includes an individual or organization.
- 41 (34) "Premises" means:
- 42 (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances
- 43 therein;
- 44 (b) Grounds, areas and facilities held out for the use of tenants generally or the use of which
- 45 is promised to the tenant; and

1 (c) A facility for manufactured dwellings or floating homes.

2 (35) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet
3 due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date.

4 (36) "Recreational vehicle" has the meaning given that term in ORS 446.003.

5 (37) "Rent" means any payment to be made to the landlord under the rental agreement, periodic
6 or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit
7 to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees
8 or utility or service charges as described in ORS 90.315 (4) and 90.532.

9 (38) "Rental agreement" means all agreements, written or oral, and valid rules and regulations
10 adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and
11 occupancy of a dwelling unit and premises. "Rental agreement" includes a lease. A rental agreement
12 shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

13 (39) "Roomer" means a person occupying a dwelling unit that does not include a toilet and ei-
14 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
15 where one or more of these facilities are used in common by occupants in the structure.

16 (40) "Screening or admission criteria" means a written statement of any factors a landlord
17 considers in deciding whether to accept or reject an applicant and any qualifications required for
18 acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history,
19 character references, public records, criminal records, credit reports, credit references and incomes
20 or resources of the applicant.

21 (41) "Security deposit" means a refundable payment or deposit of money, however designated,
22 the primary function of which is to secure the performance of a rental agreement or any part of a
23 rental agreement. "Security deposit" does not include a fee.

24 (42) "Sexual assault" has the meaning given that term in ORS 147.450.

25 (43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
26 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
27 not include a tenant who holds over as described in ORS 90.427 [(7)] (12).

28 (44) "Stalking" means the behavior described in ORS 163.732.

29 (45) "Statement of policy" means the summary explanation of information and facility policies
30 to be provided to prospective and existing tenants under ORS 90.510.

31 (46) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between
32 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
33 dwelling unit.

34 (47) "Tenant":

35 (a) Except as provided in paragraph (b) of this subsection:

36 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
37 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
38 housing authority.

39 (B) Means a minor, as defined and provided for in ORS 109.697.

40 (b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a
41 residence a manufactured dwelling or a floating home in a facility and persons residing with that
42 tenant under the terms of the rental agreement.

43 (c) Does not mean a guest or temporary occupant.

44 (48) "Transient lodging" means a room or a suite of rooms.

45 (49) "Transient occupancy" means occupancy in transient lodging that has all of the following

1 characteristics:

2 (a) Occupancy is charged on a daily basis and is not collected more than six days in advance;

3 (b) The lodging operator provides maid and linen service daily or every two days as part of the
4 regularly charged cost of occupancy; and

5 (c) The period of occupancy does not exceed 30 days.

6 (50) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occu-
7 pancy in a hotel or motel, that has all of the following characteristics:

8 (a) The occupant rents the unit for vacation purposes only, not as a principal residence;

9 (b) The occupant has a principal residence other than at the unit; and

10 (c) The period of authorized occupancy does not exceed 45 days.

11 (51) "Victim" means:

12 (a) The person against whom an incident related to domestic violence, sexual assault or stalking
13 is perpetrated; or

14 (b) The parent or guardian of a minor household member against whom an incident related to
15 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the
16 perpetrator.

17 (52) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

18 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven
19 days;

20 (b) There is a written rental agreement that defines the landlord's and the tenant's rights and
21 responsibilities under this chapter; and

22 (c) There are no fees or security deposits, although the landlord may require the payment of an
23 applicant screening charge, as provided in ORS 90.295.

24 **SECTION 5.** ORS 90.220, as amended by section 3, chapter 53, Oregon Laws 2016, is amended
25 to read:

26 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
27 prohibited by this chapter or other rule of law including rent, term of the agreement and other
28 provisions governing the rights and obligations of the parties.

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

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

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

37 (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to
38 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

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

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

42 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.
43 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-
44 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at
45 the beginning of each month or week, depending on whether the tenancy is month-to-month or

1 week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent
2 increases must comply with the provisions of section 2, chapter 53, Oregon Laws 2016.

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

5 (8) Except as provided by ORS 90.427 [(7)] (12), a tenant is responsible for payment of rent until
6 the earlier of:

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

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

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

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

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

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

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

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

19 (A) Outstanding rent from prior rental periods;

20 (B) Rent for the current rental period;

21 (C) Utility or service charges;

22 (D) Late rent payment charges; and

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

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

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

27 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
28 unit:

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

31 _____

32
33 IN THE CIRCUIT COURT
34 FOR THE COUNTY OF

35 _____
36 No. _____

37
38 RESIDENTIAL EVICTION COMPLAINT

39
40 PLAINTIFF (Landlord or agent):

41 _____
42 _____

43 Address: _____

44 City: _____

45 State: _____ Zip: _____

1 Telephone: _____

2

3 vs.

4

5 DEFENDANT (Tenants/Occupants):

6 _____

7 _____

8 MAILING ADDRESS: _____

9 City: _____

10 State: _____ Zip: _____

11 Telephone: _____

12

13 1.

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

16

17 _____

18

19 2.

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

21

22 _____ 24-hour notice for personal
23 injury, substantial damage, extremely
24 outrageous act or unlawful occupant.
25 ORS 90.396 or 90.403.

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

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

32 _____ 72-hour or 144-hour notice for
33 nonpayment of rent. ORS 90.394.
34 _____ 7-day notice with stated cause in
35 a week-to-week tenancy. ORS 90.392 (6).

36 _____ 10-day notice for a pet violation,
37 a repeat violation in a month-to-month
38 tenancy or without stated cause in a
39 week-to-week tenancy. ORS 90.392 (5),
40 90.405 or 90.427 (2).

41 _____ 20-day notice for a repeat violation.
42 ORS 90.630 (4).

43 _____ 30-day, 60-day or 180-day notice without
44 stated cause in a month-to-month
45 tenancy. ORS 90.427 (9) [(3) or (4)] or 90.429.

- 1 _____ **30-day or 90-day notice with**
- 2 **stated exception. ORS 90.427 (5).**
- 3 _____ 30-day notice with stated cause.
- 4 ORS 90.392, 90.630 or 90.632.
- 5 _____ Notice to bona fide tenants after
- 6 foreclosure sale or termination of
- 7 fixed term tenancy after foreclosure
- 8 sale. ORS 86.782 (6)(c).
- 9 _____ Other notice _____
- 10 _____ No notice (explain) _____

11
12 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

13
14 3.

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

17 Landlord requests judgment for possession of the premises, court costs, disbursements and at-
18 torney fees.

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

21 _____
22
23 Signature of landlord or agent.
24 _____

25
26 (2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as
27 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee
28 of an agent of the plaintiff.

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

30 **SECTION 7. The amendments to ORS 90.427 by section 1 of this 2017 Act apply to:**

31 (1) **Fixed term tenancies entered into or renewed on or after the effective date of this**
32 **2017 Act; and**

33 (2) **Terminations of month-to-month tenancies occurring on or after the 30th day after**
34 **the effective date of this 2017 Act.**

35 **SECTION 8. This 2017 Act being necessary for the immediate preservation of the public**
36 **peace, health and safety, an emergency is declared to exist, and this 2017 Act takes effect**
37 **on its passage.**
38 _____