

A-Engrossed House Bill 2004

Ordered by the House March 31
Including House Amendments dated March 31

Sponsored by Representatives GORSEK, PILUSO, POWER, HERNANDEZ; Representatives ALONSO LEON, DOHERTY, HOLVEY, KENY-GUYER, MALSTROM, MCLAIN, NOSSE, RAYFIELD, SANCHEZ, SMITH WARNER, Senator MONNES ANDERSON (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.

Prohibits landlord from terminating month-to-month tenancy without cause **after first six months of occupancy** except under certain circumstances with 90 days' written notice and payment of [*relocation expenses*] **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 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.

[*Repeals statewide prohibition on city and county ordinances controlling rents.*]

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

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 91.225, 105.124 and 197.309; 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 section[.];

7 (a) "First year of occupancy" includes all periods in which any of the tenants has resided in the
8 dwelling unit for one year or less.

9 (b) "Immediate family" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **(c) At any time after the first six months of occupancy, the landlord may terminate the
21 tenancy only:**

22 **(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,
23 90.396, 90.398, 90.405, 90.440 or 90.445; or**

24 **(B) Under an exception and with notice as described in subsection (5) of this section.**

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

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

29 **(b) At any time during the fixed term, the tenant may terminate the tenancy without
30 cause by giving the landlord notice in writing not less than 30 days prior to the specified
31 ending date for the fixed term or not less than 30 days prior to the date designated in the
32 notice for the termination of the tenancy, whichever is later.**

33 **(c) Not less than 90 days prior to the specified ending date for the fixed term, the land-
34 lord shall make the tenant an offer in writing to renew the tenancy for a fixed term that is
35 at least equal in duration to the existing fixed term. The tenant may renew the tenancy by
36 giving the landlord notice in writing not less than 30 days prior to the specified ending date
37 for the fixed term. A landlord that qualifies for an exception and gives notice as described
38 in subsection (5) of this section is not required to make the tenant an offer to renew the
39 tenancy under this paragraph.**

40 **(d) Unless the tenant accepts an offer to renew or gives notice to terminate the tenancy,
41 the fixed term tenancy becomes a month-to-month tenancy without requiring further notice
42 upon reaching a specific ending date.**

43 **(e) If the landlord fails to make the tenant an offer to renew the tenancy as required
44 under paragraph (c) of this subsection, the fixed term tenancy becomes a month-to-month
45 tenancy without requiring further notice upon reaching a specific ending date.**

1 (5) *[Notwithstanding subsections (3)(c) and (4)(b) of this section,]* The landlord may terminate a
2 month-to-month tenancy **under subsection (3)(c)(B) of this section** at any time, **or may avoid**
3 **making the tenant an offer to renew a fixed term tenancy under subsection (4)(c) of this**
4 **section**, by giving the tenant notice in writing not less than [30] **90** days prior to the date desig-
5 nated in the notice for the termination of the **month-to-month** tenancy **or the specified ending**
6 **date for the fixed term** if:

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

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

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

12 **(a) The landlord intends in good faith to undertake repairs or renovations that will cause**
13 **the dwelling unit to be unsafe or unfit for occupancy during the repairs or renovations;**

14 **(b) The landlord intends in good faith to convert the dwelling unit to a use other than a**
15 **residential use within a reasonable time;**

16 **(c) The landlord intends in good faith to demolish the dwelling unit within a reasonable**
17 **time;**

18 **(d) The dwelling unit is unsafe or unfit for occupancy and the landlord intends in good**
19 **faith to undertake repairs within a reasonable time to correct the condition of the dwelling**
20 **unit;**

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

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

25 **(B) Provided the notice, and written evidence of the offer to purchase the dwelling unit,**
26 **to the tenant not more than 120 days after accepting the offer to purchase; or**

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

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

31 **(6) If a landlord terminates a tenancy pursuant to subsection (5)(a) or (d) of this section,**
32 **after the repairs or renovations are complete and the dwelling unit is safe and lawful to oc-**
33 **cupy, the landlord must offer the tenant the option to enter into a new rental agreement**
34 **before offering the dwelling unit for rent to any other person.**

35 **(7)(a) A landlord that terminates a tenancy under an exception described in subsection**
36 **(5) of this section shall:**

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

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

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

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

45 **(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include**

1 in a notice of termination given under subsection (2), (3)(a) or (b), (4)(b) or (9) of this section
2 an explanation of the reason for the termination without having to prove the reason. An
3 explanation does not give the person receiving the notice of termination a right to cure the
4 reason if the notice states 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 for the termi-
7 nation; and

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

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

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

16 (b) At any time after the first year of occupancy by giving the tenant notice in writing
17 not less than 60 days prior to the date designated in the notice for the termination of the
18 tenancy.

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

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

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

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

28 [(6)] (11) The tenancy shall terminate on the date designated and without regard to the expira-
29 tion of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise
30 agreed, rent is uniformly apportionable from day to day.

31 [(7)] (12) If the tenant remains in possession without the landlord's consent after expiration of
32 the term of the rental agreement or its termination, the landlord may bring an action for possession.
33 In addition, the landlord may recover from the tenant any actual damages resulting from the tenant
34 holding over, including the value of any rent accruing from the expiration or termination of the
35 rental agreement until the landlord knows or should know that the tenant has relinquished pos-
36 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)
37 applies.

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

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

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

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

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

2 [(9)] (13) Subsections (2) to [(5)] (10) of this section do not apply to a month-to-month tenancy
3 subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to
4 90.850.

5 **SECTION 2.** ORS 91.225 is amended to read:

6 91.225. [(1) *The Legislative Assembly finds that there is a social and economic need to insure an*
7 *adequate supply of affordable housing for Oregonians. The Legislative Assembly also finds that the*
8 *imposition of general restrictions on housing rents will disrupt an orderly housing market, increase*
9 *deferred maintenance of existing housing stock, lead to abandonment of existing rental units and create*
10 *a property tax shift from rental-owned to owner-occupied housing. Therefore, the Legislative Assembly*
11 *declares that the imposition of rent control on housing in the State of Oregon is a matter of statewide*
12 *concern.*]

13 [(2) *Except as provided in subsections (3) to (5) of this section, a city or county shall not enact any*
14 *ordinance or resolution which controls the rent that may be charged for the rental of any dwelling*
15 *unit.*]

16 (1) **The governing body of a city or a county may adopt an ordinance or resolution that**
17 **implements a rent stabilization program for the rental of dwelling units within the jurisdic-**
18 **tion of the city or the county, provided that the program:**

19 (a) **Provides landlords with a fair rate of return for the rental of dwelling units, as de-**
20 **termined by the city or the county;**

21 (b) **Provides a process for a landlord to petition for permission to increase rent in excess**
22 **of the increase allowed under the program when necessary for the landlord to achieve a fair**
23 **rate of return, as described in paragraph (a) of this subsection; and**

24 (c) **Provides an exemption from the program for any new residential development for a**
25 **period of five years from the date of issuance of the first certificate of occupancy.**

26 [(3)] (2) [*This section does not impair the right of any*] **A** state agency, city, county or urban re-
27 newal agency as defined by ORS 457.035 [*to*] **may** reserve to itself the right to approve rent in-
28 creases, establish base rents or establish limitations on rents on any residential property for which
29 it has entered into a contract under which certain benefits are applied to the property for the ex-
30 pressed purpose of providing reduced rents for low income tenants. Such benefits include, but are
31 not limited to, property tax exemptions, long-term financing, rent subsidies, code enforcement pro-
32 cedures and zoning density bonuses.

33 [(4)] (3) Cities and counties [*are not prohibited from including*] **may include** in condominium
34 conversion ordinances a requirement that, during the notification period specified in ORS 100.305,
35 the owner or developer may not raise the rents of any affected tenant except by an amount estab-
36 lished by ordinance that does not exceed the limit imposed by ORS 90.493.

37 [(5)] (4) Cities, counties and state agencies may impose temporary rent controls when a natural
38 or man-made disaster that materially eliminates a significant portion of the rental housing supply
39 occurs, but must remove the controls when the rental housing supply is restored to substantially
40 normal levels.

41 [(6)] (5) As used in this section, “dwelling unit” and “rent” have the meaning given those terms
42 in ORS 90.100.

43 [(7)] (6) This section is applicable throughout this state and in all cities and counties therein.
44 The electors or the governing body of a city or county [*shall*] **may** not enact, and the governing
45 body [*shall*] **may** not enforce, any ordinance, resolution or other regulation that is inconsistent with

1 this section.

2 **SECTION 3.** ORS 90.100 is amended to read:

3 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

16 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-
17 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
18 pearance of any premises or dwelling unit.

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

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

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

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

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

27 (10) "Domestic violence" means:

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

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

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

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

37 (13) "Essential service" means:

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

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

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

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

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

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

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

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

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

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

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

17 (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

18 (20) "Hazard tree" means a tree that:

19 (a) Is located on a rented space in a manufactured dwelling park;

20 (b) Measures at least eight inches DBH; and

21 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
22 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
23 risk of causing serious physical harm or damage to individuals or property in the near future.

24 (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

25 (22) "Informal dispute resolution" means, but is not limited to, consultation between the landlord
26 or landlord's agent and one or more tenants, or mediation utilizing the services of a third party.

27 (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or
28 premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor
29 or sublessor to manage the premises or to enter into a rental agreement.

30 (24) "Landlord's agent" means a person who has oral or written authority, either express or
31 implied, to act for or on behalf of a landlord.

32 (25) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
33 mary function of which is to secure the payment of rent for the last month of the tenancy.

34 (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured
35 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory
36 building or structure. "Manufactured dwelling" does not include a recreational vehicle.

37 (27) "Manufactured dwelling park" means a place where four or more manufactured dwellings
38 are located, the primary purpose of which is to rent space or keep space for rent to any person for
39 a charge or fee.

40 (28) "Marina" means a moorage of contiguous dwelling units that may be legally transferred as
41 a single unit and are owned by one person where four or more floating homes are secured, the pri-
42 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

43 (29) "Marina purchase association" means a group of three or more tenants who reside in a
44 marina and have organized for the purpose of eventual purchase of the marina.

45 (30) "Month-to-month tenancy" means a tenancy that automatically renews and continues for

1 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
2 the parties, until terminated by one or both of the parties.

3 (31) "Organization" includes a corporation, government, governmental subdivision or agency,
4 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
5 mon interest, and any other legal or commercial entity.

6 (32) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
7 verally, in whom is vested:

8 (a) All or part of the legal title to property; or

9 (b) All or part of the beneficial ownership and a right to present use and enjoyment of the
10 premises.

11 (33) "Person" includes an individual or organization.

12 (34) "Premises" means:

13 (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances
14 therein;

15 (b) Grounds, areas and facilities held out for the use of tenants generally or the use of which
16 is promised to the tenant; and

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

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

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

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

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

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

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

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

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

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

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

45 (45) "Statement of policy" means the summary explanation of information and facility policies

1 to be provided to prospective and existing tenants under ORS 90.510.

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

5 (47) "Tenant":

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

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

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

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

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

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

16 (49) "Transient occupancy" means occupancy in transient lodging that has all of the following
17 characteristics:

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

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

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

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

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

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

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

27 (51) "Victim" means:

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

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

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

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

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

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

40 **SECTION 4.** ORS 90.220, as amended by section 3, chapter 53, Oregon Laws 2016, is amended
41 to read:

42 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
43 prohibited by this chapter or other rule of law including rent, term of the agreement and other
44 provisions governing the rights and obligations of the parties.

45 (2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally

1 amended by the landlord or tenant.

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

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

8 (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to
9 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

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

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

13 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.
14 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-
15 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at
16 the beginning of each month or week, depending on whether the tenancy is month-to-month or
17 week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent
18 increases must comply with the provisions of section 2, chapter 53, Oregon Laws 2016.

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

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

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

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

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

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

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

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

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

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

35 (A) Outstanding rent from prior rental periods;

36 (B) Rent for the current rental period;

37 (C) Utility or service charges;

38 (D) Late rent payment charges; and

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

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

42 **SECTION 5.** ORS 197.309, as amended by section 1, chapter 59, Oregon Laws 2016, is amended
43 to read:

44 197.309. (1) As used in this section:

45 (a) "Affordable housing" means housing that is affordable to households with incomes equal to

1 or higher than 80 percent of the median family income for the county in which the housing is built.

2 (b) "Multifamily structure" means a structure that contains three or more housing units sharing
3 at least one wall, floor or ceiling surface in common with another unit within the same structure.

4 (2) Except as provided in subsection (3) of this section, a metropolitan service district may not
5 adopt a land use regulation or functional plan provision, or impose as a condition for approving a
6 permit under ORS 215.427 or 227.178 a requirement, that has the effect of establishing the sales or
7 rental price for a housing unit or residential building lot or parcel, or that requires a housing unit
8 or residential building lot or parcel to be designated for sale or rent to a particular class or group
9 of purchasers or renters.

10 (3) The provisions of subsection (2) of this section do not limit the authority of a metropolitan
11 service district to:

12 (a) Adopt or enforce a use regulation, provision or requirement creating or implementing an
13 incentive, contract commitment, density bonus or other voluntary regulation, provision or require-
14 ment designed to increase the supply of moderate or lower cost housing units; or

15 (b) Enter into an affordable housing covenant as provided in ORS 456.270 to 456.295.

16 (4) [*Notwithstanding ORS 91.225,*] A city or county may adopt a land use regulation or functional
17 plan provision, or impose as a condition for approving a permit under ORS 215.427 or 227.178 a re-
18 quirement, that has the effect of establishing the sales or rental price for a new multifamily struc-
19 ture, or that requires a new multifamily structure to be designated for sale or rent as affordable
20 housing.

21 (5) A regulation, provision or requirement adopted or imposed under subsection (4) of this sec-
22 tion:

23 (a) May not require more than 20 percent of housing units within a multifamily structure to be
24 sold or rented as affordable housing;

25 (b) May apply only to multifamily structures containing at least 20 housing units;

26 (c) Must provide developers the option to pay an in-lieu fee, in an amount determined by the city
27 or county, in exchange for providing the requisite number of housing units within the multifamily
28 structure to be sold or rented at below-market rates; and

29 (d) Must require the city or county to offer a developer of multifamily structures, other than a
30 developer that elects to pay an in-lieu fee pursuant to paragraph (c) of this subsection, at least one
31 of the following incentives:

32 (A) Whole or partial fee waivers or reductions.

33 (B) Whole or partial waivers of system development charges or impact fees set by the city or
34 county.

35 (C) Finance-based incentives.

36 (D) Full or partial exemption from ad valorem property taxes on the terms described in this
37 subparagraph. For purposes of any statute granting a full or partial exemption from ad valorem
38 property taxes that uses a definition of "low income" to mean income at or below 60 percent of the
39 area median income and for which the multifamily structure is otherwise eligible, the city or county
40 shall allow the multifamily structure of the developer to qualify using a definition of "low income"
41 to mean income at or below 80 percent of the area median income.

42 (6) A regulation, provision or requirement adopted or imposed under subsection (4) of this sec-
43 tion may offer developers one or more of the following incentives:

44 (a) Density adjustments.

45 (b) Expedited service for local permitting processes.

1 (c) Modification of height, floor area or other site-specific requirements.

2 (d) Other incentives as determined by the city or county.

3 (7) Subsection (4) of this section does not restrict the authority of a city or county to offer de-
4 velopers voluntary incentives, including incentives to:

5 (a) Increase the number of affordable housing units in a development.

6 (b) Decrease the sale or rental price of affordable housing units in a development.

7 (c) Build affordable housing units that are affordable to households with incomes equal to or
8 lower than 80 percent of the median family income for the county in which the housing is built.

9 (8)(a) A city or county that adopts or imposes a regulation, provision or requirement described
10 in subsection (4) of this section may not apply the regulation, provision or requirement to any
11 multifamily structure for which an application for a permit, as defined in ORS 215.402 or 227.160,
12 has been submitted as provided in ORS 215.416 or 227.178 (3), or, if such a permit is not required,
13 a building permit application has been submitted to the city or county prior to the effective date
14 of the regulation, provision or requirement.

15 (b) If a multifamily structure described in paragraph (a) of this subsection has not been com-
16 pleted within the period required by the permit issued by the city or county, the developer of the
17 multifamily structure shall resubmit an application for a permit, as defined in ORS 215.402 or
18 227.160, as provided in ORS 215.416 or 227.178 (3), or, if such a permit is not required, a building
19 permit application under the regulation, provision or requirement adopted by the city or county
20 under subsection (4) of this section.

21 (9)(a) A city or county that adopts or imposes a regulation, provision or requirement under
22 subsection (4) of this section shall adopt and apply only clear and objective standards, conditions
23 and procedures regulating the development of affordable housing units within its jurisdiction. The
24 standards, conditions and procedures may not have the effect, either individually or cumulatively,
25 of discouraging development of affordable housing units through unreasonable cost or delay.

26 (b) Paragraph (a) of this subsection does not apply to:

27 (A) An application or permit for residential development in an area identified in a formally
28 adopted central city plan, or a regional center as defined by Metro, in a city with a population of
29 500,000 or more.

30 (B) An application or permit for residential development in historic areas designated for pro-
31 tection under a land use planning goal protecting historic areas.

32 (c) In addition to an approval process for affordable housing based on clear and objective stan-
33 dards, conditions and procedures as provided in paragraph (a) of this subsection, a city or county
34 may adopt and apply an alternative approval process for applications and permits for residential
35 development based on approval criteria regulating, in whole or in part, appearance or aesthetics
36 that are not clear and objective if:

37 (A) The developer retains the option of proceeding under the approval process that meets the
38 requirements of paragraph (a) of this subsection;

39 (B) The approval criteria for the alternative approval process comply with applicable statewide
40 land use planning goals and rules; and

41 (C) The approval criteria for the alternative approval process authorize a density at or above
42 the density level authorized in the zone under the approval process provided in paragraph (a) of this
43 subsection.

44 (10) If a regulation, provision or requirement adopted or imposed by a city or county under
45 subsection (4) of this section requires that a percentage of housing units in a new multifamily

1 structure be designated as affordable housing, any incentives offered under subsection (5)(d) or (6)
2 of this section shall be related in a manner determined by the city or county to the required per-
3 centage of affordable housing units.

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

5 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
6 unit:

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

9 _____

10
11 IN THE CIRCUIT COURT
12 FOR THE COUNTY OF

13 _____
14 No. _____

15
16 RESIDENTIAL EVICTION COMPLAINT

17
18 PLAINTIFF (Landlord or agent):

19 _____
20 _____

21 Address: _____
22 City: _____
23 State: _____ Zip: _____
24 Telephone: _____

25
26 vs.

27
28 DEFENDANT (Tenants/Occupants):

29 _____
30 _____

31 MAILING ADDRESS: _____

32 City: _____
33 State: _____ Zip: _____
34 Telephone: _____

35
36 1.

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

39
40 _____

41
42 2.

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

44
45 _____ 24-hour notice for personal

- 1 injury, substantial damage, extremely
- 2 outrageous act or unlawful occupant.
- 3 ORS 90.396 or 90.403.
- 4 _____ 24-hour or 48-hour notice for
- 5 violation of a drug or alcohol
- 6 program. ORS 90.398.
- 7 _____ 24-hour notice for perpetrating
- 8 domestic violence, sexual assault or
- 9 stalking. ORS 90.445.
- 10 _____ 72-hour or 144-hour notice for
- 11 nonpayment of rent. ORS 90.394.
- 12 _____ 7-day notice with stated cause in
- 13 a week-to-week tenancy. ORS 90.392 (6).
- 14 _____ 10-day notice for a pet violation,
- 15 a repeat violation in a month-to-month
- 16 tenancy or without stated cause in a
- 17 week-to-week tenancy. ORS 90.392 (5),
- 18 90.405 or 90.427 (2).
- 19 _____ 20-day notice for a repeat violation.
- 20 ORS 90.630 (4).
- 21 _____ 30-day, 60-day or 180-day notice without
- 22 stated cause in a month-to-month
- 23 tenancy. ORS 90.427 (9) [(3) or (4)] or 90.429.
- 24 _____ **90-day notice with stated exception.**
- 25 **ORS 90.427 (5).**
- 26 _____ 30-day notice with stated cause.
- 27 ORS 90.392, 90.630 or 90.632.
- 28 _____ Notice to bona fide tenants after
- 29 foreclosure sale or termination of
- 30 fixed term tenancy after foreclosure
- 31 sale. ORS 86.782 (6)(c).
- 32 _____ Other notice _____
- 33 _____ No notice (explain) _____

34

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

36

37

3.

38

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).

39

40

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

41

42

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

43

44

45

1 Signature of landlord or agent.
2 _____
3

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

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

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

9 **(1) Fixed term tenancies entered into or renewed on or after the effective date of this**
10 **2017 Act; and**

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

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