

# House Bill 3332

Sponsored by Representative FAHEY; Representative GORSEK

## 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 **as introduced**.

Limits amount and procedure by which landlord may increase rent for manufactured dwelling space or floating home space. Requires landlord to enforce facility rules equally against all tenants. Requires landlord to give tenant 90 days' written notice for increased storage charge.

## A BILL FOR AN ACT

1  
2 Relating to tenancies; creating new provisions; and amending ORS 90.600 and 90.675.

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

4 **SECTION 1.** ORS 90.600 is amended to read:

5 90.600. *[(1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply,*  
6 *the landlord may not increase the rent unless the landlord gives notice in writing to each affected ten-*  
7 *ant at least 90 days prior to the effective date of the rent increase specifying the amount of the increase,*  
8 *the amount of the new rent and the date on which the increase becomes effective.]*

9 *[(2) This section does not create a right to increase rent that does not otherwise exist.]*

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

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

15 **(1) As used in this section:**

16 **(a) "Anniversary date" means:**

17 **(A) The annual anniversary of the date on which a landlord and a tenant entered into a**  
18 **month-to-month or fixed term tenancy for rental of a space for a manufactured dwelling or**  
19 **floating home; or**

20 **(B) If a landlord chooses to raise the rent for all tenants on the same day of the year,**  
21 **the annual anniversary of that date.**

22 **(b) "Base rent" means:**

23 **(A) During the first year of a tenancy, the amount that a tenant agreed on the first day**  
24 **of the tenancy to pay the landlord annually to rent a space for a manufactured dwelling or**  
25 **floating home; and**

26 **(B) On an anniversary date, the amount that a tenant agreed to pay the landlord to rent**  
27 **a space for a manufactured dwelling or floating home for the previous year.**

28 **(c) "Capital improvement" means installation, replacement or major repair of**  
29 **infrastructure.**

30 **(d) "Infrastructure" means any of the following located on a facility:**

31 **(A) A line or device that is necessary for the provision of an essential service.**

**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) A driveway or walkway that provides access to a space for a manufactured dwelling  
2 or floating home.

3 (C) A structure provided for the common use of the tenants.

4 (2) In renting a space for a manufactured dwelling or floating home, a landlord must  
5 make an offer to rent the space for an amount that is comparable to the rent paid by tenants  
6 who rent similarly sized and similarly situated spaces at the facility.

7 (3) A landlord may increase the rent established in a month-to-month or fixed term  
8 tenancy only on the anniversary date.

9 (4) Notwithstanding subsection (3) of this section, a landlord may not increase the rent  
10 established in a month-to-month or fixed term tenancy unless the following conditions are  
11 met:

12 (a) The increase in the base rent is no greater than the base rent multiplied by an  
13 amount one percentage point greater than the percentage increase in the Portland-Salem  
14 Consumer Price Index for All Urban Consumers for All Items as reported by the United  
15 States Bureau of Labor Statistics for the 12-month period preceding the date notice is given  
16 under paragraph (b) of this subsection.

17 (b) The landlord gives written notice of the rent increase to the tenant at least 90 days  
18 prior to the effective date of the increase. Notice given under this paragraph must specify:

19 (A) The amount of rent owed each month before the increase;

20 (B) The amount by which the rent will be increased;

21 (C) The amount of rent owed each month after the increase; and

22 (D) The date on which the increase becomes effective.

23 (5) A landlord may charge a tenant the tenant's share of one-half of the cost of a capital  
24 improvement.

25 (6) Notwithstanding subsection (5) of this section, a landlord may not charge a tenant the  
26 tenant's share of one-half of the cost of a capital improvement unless all of the following  
27 conditions are met:

28 (a) The landlord establishes a payment schedule for the capital improvement that is  
29 separate and distinct from the payment schedule for rent.

30 (b) The capital improvement is completed and the landlord has received a final account-  
31 ing of the cost of the capital improvement.

32 (c) The amount charged does not exceed \$25 per month.

33 (d) The landlord gives the tenant written notice of the proposed charge for the capital  
34 improvement at least 90 days prior to assessing the charge. Notice given under this para-  
35 graph must include:

36 (A) A final accounting of the cost of the capital improvement;

37 (B) The total amount the tenant will be charged for the capital improvement, the number  
38 of months for which the charge will be assessed and the monthly charge;

39 (C) The date on which the charge will first be assessed; and

40 (D) An explanation for why the capital improvement is necessary.

41 [(5)(a)] (7)(a) The tenants [*who reside in a facility*] may elect one committee of seven or fewer  
42 members in a facility-wide election to represent the tenants. One tenant of record for each rented  
43 space may vote in the election. Upon written request from the tenants' committee, the landlord or  
44 a representative of the landlord shall meet with the committee within 10 to 30 days of the request  
45 to discuss the tenants' [*nonrent*] concerns regarding the facility. Unless the parties agree otherwise,

1 upon a request from the tenants' committee, a landlord or representative of the landlord shall meet  
 2 with the tenants' committee at least once, but not more than twice, each calendar year. The meeting  
 3 shall be held on the premises if the facility has suitable meeting space for that purpose, or at a lo-  
 4 cation reasonably convenient to the tenants. After the meeting, the tenants' committee shall send  
 5 a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord  
 6 or the landlord's representative shall make a good faith response in writing to the committee's  
 7 summary within 60 days.

8 (b) The tenants' committee is entitled to informal dispute resolution in accordance with ORS  
 9 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails  
 10 to respond in good faith to the written summary as required by paragraph (a) of this subsection.

11 **(8) A landlord shall enforce a facility rule or regulation equally against all tenants. If a**  
 12 **landlord does not enforce a rule or regulation equitably, the landlord may not enforce the**  
 13 **rule or regulation against any tenant.**

14 **SECTION 2.** ORS 90.675 is amended to read:

15 90.675. (1) As used in this section:

16 (a) "Current market value" means the amount in cash, as determined by the county assessor,  
 17 that could reasonably be expected to be paid for personal property by an informed buyer to an in-  
 18 formed seller, each acting without compulsion in an arm's-length transaction occurring on the as-  
 19 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

20 (b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may  
 21 throw away the property or may give it without consideration to a nonprofit organization or to a  
 22 person unrelated to the landlord. The landlord may not retain the property for personal use or  
 23 benefit.

24 (c) "Lienholder" means any lienholder of abandoned personal property, if the lien is of record  
 25 or the lienholder is actually known to the landlord.

26 (d) "Of record" means:

27 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-  
 28 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-  
 29 tificate of title issued by the Department of Transportation prior to May 1, 2005.

30 (B) For a floating home, that a security interest has been properly recorded with the State  
 31 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board  
 32 pursuant to ORS 830.715.

33 (e) "Personal property" means only a manufactured dwelling or floating home located in a fa-  
 34 cility and subject to ORS 90.505 to 90.850. "Personal property" does not include goods left inside a  
 35 manufactured dwelling or floating home or left upon a rented space and subject to disposition under  
 36 ORS 90.425.

37 (2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of  
 38 abandoned personal property as provided by this section. This section governs the rights and obli-  
 39 gations of landlords, tenants and any lienholders in any personal property abandoned or left upon  
 40 the premises by the tenant or any lienholder in the following circumstances:

41 (a) The tenancy has ended by termination or expiration of a rental agreement or by  
 42 relinquishment or abandonment of the premises and the landlord reasonably believes under all the  
 43 circumstances that the tenant has left the personal property upon the premises with no intention  
 44 of asserting any further claim to the premises or to the personal property;

45 (b) The tenant has been absent from the premises continuously for seven days after termination

1 of a tenancy by a court order that has not been executed; or

2 (c) The landlord receives possession of the premises from the sheriff following restitution pur-  
3 suant to ORS 105.161.

4 (3) Prior to storing, selling or disposing of the tenant's personal property under this section, the  
5 landlord must give a written notice to the tenant that must be:

6 (a) Personally delivered to the tenant; or

7 (b) Sent by first class mail addressed and mailed to the tenant at:

8 (A) The premises;

9 (B) Any post-office box held by the tenant and actually known to the landlord; and

10 (C) The most recent forwarding address if provided by the tenant or actually known to the  
11 landlord.

12 (4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section  
13 to:

14 (A) Any lienholder of the personal property;

15 (B) The tax collector of the county where the personal property is located; and

16 (C) The assessor of the county where the personal property is located.

17 (b) The landlord shall give the notice copy required by this subsection by personal delivery or  
18 first class mail, except that for any lienholder, mail service must be both by first class mail and by  
19 certified mail with return receipt requested.

20 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each  
21 lienholder at each address:

22 (A) Actually known to the landlord;

23 (B) Of record; and

24 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal  
25 property subject to the lien and that was sent to the landlord by certified mail with return receipt  
26 requested within the preceding five years. The notice must identify the personal property by de-  
27 scribing the physical address of the property.

28 (5) The notice required under subsection (3) of this section must state that:

29 (a) The personal property left upon the premises is considered abandoned;

30 (b) The tenant or any lienholder must contact the landlord by a specified date, as provided in  
31 subsection (6) of this section, to arrange for the removal of the abandoned personal property;

32 (c) The personal property is stored on the rented space;

33 (d) The tenant or any lienholder, except as provided by subsection (19) of this section, may ar-  
34 range for removal of the personal property by contacting the landlord at a described telephone  
35 number or address on or before the specified date;

36 (e) The landlord shall make the personal property available for removal by the tenant or any  
37 lienholder, except as provided by subsection (19) of this section, by appointment at reasonable times;

38 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)  
39 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)  
40 of this section, prior to releasing the personal property to the tenant or any lienholder;

41 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this  
42 section, the landlord may not require payment of storage charges prior to releasing the personal  
43 property;

44 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to  
45 remove the personal property within 30 days after that contact, the landlord may sell or dispose of

1 the personal property. If the landlord reasonably believes the county assessor will determine that  
 2 the current market value of the personal property is \$8,000 or less, and the landlord intends to  
 3 dispose of the property if the property is not claimed, the notice shall state that belief and intent;  
 4 and

5 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as  
 6 provided by subsection (19) of this section.

7 (6) For purposes of subsection (5) of this section, the specified date by which a tenant or  
 8 lienholder must contact a landlord to arrange for the disposition of abandoned personal property  
 9 must be not less than 45 days after personal delivery or mailing of the notice.

10 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:

11 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-  
 12 ercise reasonable care for the personal property; and

13 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-  
 14 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

15 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of  
 16 this section or otherwise, responds by actual notice to the landlord on or before the specified date  
 17 in the landlord's notice that the tenant or lienholder intends to remove the personal property from  
 18 the premises, the landlord must make that personal property available for removal by the tenant or  
 19 lienholder by appointment at reasonable times during the 30 days following the date of the response,  
 20 subject to subsection (19) of this section. If the personal property is considered to be abandoned  
 21 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-  
 22 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this  
 23 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by  
 24 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver  
 25 pursuant to ORS 90.412 or 90.417.

26 (9) Except as provided in subsections (19) to (21) of this section, if the tenant or lienholder does  
 27 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not  
 28 remove the personal property within 30 days after responding to the landlord or by any date agreed  
 29 to with the landlord, whichever is later, the personal property is conclusively presumed to be  
 30 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)  
 31 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-  
 32 section (13) of this section, have no further right, title or interest to the personal property and may  
 33 not claim or sell the property.

34 (10) If the personal property is presumed to be abandoned under subsection (9) of this section,  
 35 the landlord then may:

36 (a) Sell the personal property at a public or private sale, provided that prior to the sale:

37 (A) The landlord may seek to transfer ownership of record of the personal property by comply-  
 38 ing with the requirements of the appropriate state agency; and

39 (B) The landlord shall:

40 (i) Place a notice in a newspaper of general circulation in the county in which the personal  
 41 property is located. The notice shall state:

42 (I) That the personal property is abandoned;

43 (II) The tenant's name;

44 (III) The address and any space number where the personal property is located, and any plate,  
 45 registration or other identification number for a floating home noted on the title, if actually known

- 1 to the landlord;
- 2 (IV) Whether the sale is by private bidding or public auction;
- 3 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
- 4 accepted; and
- 5 (VI) The name and telephone number of the person to contact to inspect the personal property;
- 6 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
- 7 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or
- 8 first class mail, except that for any lienholder, mail service must be by first class mail with certif-
- 9 icate of mailing;
- 10 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
- 11 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
- 12 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
- 13 and
- 14 (iv) Obtain written proof from the county that all property taxes and assessments on the per-
- 15 sonal property have been paid or, if not paid, that the county has authorized the sale, with the sale
- 16 proceeds to be distributed pursuant to subsection (13) of this section; or
- 17 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the
- 18 county assessor that the current market value of the property is \$8,000 or less.
- 19 (11)(a) A public or private sale authorized by this section must be conducted consistent with the
- 20 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,
- 21 manner, time, place and terms must be commercially reasonable.
- 22 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal
- 23 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
- 24 lord shall destroy or otherwise dispose of the personal property.
- 25 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
- 26 condition of personal property, the landlord is not liable for the condition of the personal property
- 27 to:
- 28 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with
- 29 or without consideration; or
- 30 (b) A person or nonprofit organization to whom the landlord gives the personal property pursu-
- 31 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.
- 32 (13)(a) The landlord may deduct from the proceeds of the sale:
- 33 (A) The reasonable or actual cost of notice, storage and sale; and
- 34 (B) Unpaid rent.
- 35 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall
- 36 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-
- 37 erty taxes and assessments owed on the dwelling or home.
- 38 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,
- 39 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid
- 40 balance owed on the lien on the personal property.
- 41 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
- 42 cable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an item-
- 43 ized accounting.
- 44 (e) If the tenant cannot after due diligence be found, the landlord shall deposit the remaining
- 45 proceeds with the county treasurer of the county in which the sale occurred. If not claimed within

1 three years, the deposited proceeds revert to the general fund of the county and are available for  
 2 general purposes.

3 (14) The county tax collector and the Department of Revenue shall cancel all unpaid property  
 4 taxes and special assessments as provided under ORS 305.155 and 311.790 only under one of the  
 5 following circumstances:

6 (a) The landlord disposes of the personal property after a determination described in subsection  
 7 (10)(b) of this section.

8 (b) There is no buyer of the personal property at a sale described under subsection (11) of this  
 9 section and the landlord disposes of the property.

10 (c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this  
 11 section;

12 (B) The current market value of the personal property is \$8,000 or less; and

13 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments  
 14 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this  
 15 section.

16 (d) The landlord buys the personal property at a sale described under subsection (11) of this  
 17 section and sells the property, in compliance with subsection (15) of this section, to a buyer who  
 18 intends to occupy the property in the facility in which the property is located.

19 (e) The landlord acquires the personal property as a result of an agreement described in sub-  
 20 section (23) of this section and sells the property, in compliance with subsection (15) of this section,  
 21 to a buyer who intends to occupy the property in the facility in which the property is located.

22 (15)(a) Subsection (14)(d) and (e) of this section apply only if:

23 (A) There exists a lien on the personal property for unpaid property taxes and special assess-  
 24 ments owed to a county or to the Department of Revenue and the landlord files an affidavit or  
 25 declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

26 (i) The landlord's intent to sell the property in an arm's-length transaction to an unrelated buyer  
 27 who intends to occupy the property in the facility in which the property is located; and

28 (ii) That the landlord shall comply with the requirements of this subsection; and

29 (B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files an af-  
 30 fidavit or declaration with the county tax collector or the Department of Revenue, as appropriate,  
 31 that states:

32 (i) That the landlord has sold the property in an arm's-length transaction to an unrelated buyer  
 33 who intends to occupy the property in the facility in which the property is located;

34 (ii) The sale price and a description of the landlord's claims against the property or costs from  
 35 the sale, as described under subsection (13)(a) of this section, and any costs of improvements to the  
 36 property for sale; and

37 (iii) The period of time, which may not be more than is reasonably necessary, that is taken by  
 38 the landlord to complete the sale of the property.

39 (b) After a landlord files the affidavit or declaration under paragraph (a)(A) of this subsection,  
 40 the county tax collector shall provide to the landlord a title to the property that the landlord may  
 41 then provide to a buyer at the time of the sale of the property.

42 (c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be accom-  
 43 panied by:

44 (A) Payment to the county tax collector or the Department of Revenue, as appropriate, of the  
 45 amount remaining from the sale proceeds after the deduction of the landlord's claims and costs as

1 described in the affidavit or declaration, up to the amount of the unpaid taxes or tax lien. The  
 2 landlord may retain the amount of the sale proceeds that exceed the amount of the unpaid taxes or  
 3 tax lien;

4 (B) Payment to the county tax collector of any county warrant fees; and

5 (C) An affidavit or declaration from the buyer that states the buyer's intent to occupy the  
 6 property in the facility in which the property is located.

7 (d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax collector  
 8 or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

9 (16) The landlord is not responsible for any loss to the tenant or lienholder resulting from  
 10 storage of personal property in compliance with this section unless the loss was caused by the  
 11 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the  
 12 landlord is liable for twice the actual damages sustained by the tenant or lienholder.

13 (17) Complete compliance in good faith with this section shall constitute a complete defense in  
 14 any action brought by a tenant or lienholder against a landlord for loss or damage to such personal  
 15 property disposed of pursuant to this section.

16 (18) If a landlord does not comply with this section:

17 (a) The tenant is relieved of any liability for damage to the premises caused by conduct that  
 18 was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the  
 19 landlord up to twice the actual damages sustained by the tenant;

20 (b) A lienholder aggrieved by the noncompliance may recover from the landlord the actual  
 21 damages sustained by the lienholder. ORS 90.255 does not authorize an award of attorney fees to  
 22 the prevailing party in any action arising under this paragraph; and

23 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the  
 24 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the  
 25 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to  
 26 the prevailing party in any action arising under this paragraph.

27 (19) The provisions of this section regarding the rights and responsibilities of a tenant to the  
 28 abandoned personal property also apply to any lienholder, except that the lienholder may not sell  
 29 or remove the dwelling or home unless:

30 (a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

31 (b) The tenant or a personal representative or designated person described in subsection (21)  
 32 of this section has waived all rights under this section pursuant to subsection (23) of this section;  
 33 or

34 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-  
 35 pired.

36 (20)(a) Except as provided by subsection (21)(d) and (e) of this section, if a lienholder makes a  
 37 timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of  
 38 this section and so requests, a landlord shall enter into a written storage agreement with the  
 39 lienholder providing that the personal property may not be sold or disposed of by the landlord for  
 40 up to 12 months. A storage agreement entitles the lienholder to store the personal property on the  
 41 previously rented space during the term of the agreement, but does not entitle anyone to occupy the  
 42 personal property.

43 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the  
 44 case of a deceased tenant, the personal representative, designated person, heir or devisee to remove  
 45 or sell the dwelling or home within the allotted time.

1 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
2 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
3 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
4 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
5 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord  
6 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
7 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
8 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy  
9 to the landlord within the 60-day period.

10 (d) The storage agreement may require, in addition to other provisions agreed to by the landlord  
11 and the lienholder, that:

12 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-  
13 section (7)(b) of this section, accruing from the commencement of the 45-day period described in  
14 subsection (6) of this section. A storage charge may include a utility or service charge, as described  
15 in ORS 90.532, if limited to charges for electricity, water, sewer service and natural gas and if in-  
16 cidental to the storage of personal property. A storage charge may not be due more frequently than  
17 monthly;

18 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-  
19 quired in the agreement, if the amount of the late charge is no greater than for late charges imposed  
20 on facility tenants;

21 (C) The lienholder maintain the personal property and the space on which the personal property  
22 is stored in a manner consistent with the rights and obligations described in the rental agreement  
23 that the landlord currently provides to tenants as required by ORS 90.510 (4); and

24 (D) The lienholder repair any defects in the physical condition of the personal property that  
25 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-  
26 pairs are reasonably described in the storage agreement and, for homes that were first placed on  
27 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-  
28 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the  
29 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-  
30 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving  
31 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of  
32 the reason for termination. Unless the lienholder corrects the violation within the notice period, the  
33 agreement terminates as provided and the landlord may sell or dispose of the property without fur-  
34 ther notice to the lienholder.

35 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge  
36 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no  
37 greater than the increase for other tenants and the landlord gives the lienholder written notice  
38 *[consistent with the requirements of ORS 90.600 (1)]* **at least 90 days before the effective date of**  
39 **the storage charge increase specifying the amount of the increase, the amount of the new**  
40 **storage charge and the date on which the increase becomes effective.**

41 (f) During the term of an agreement described under this subsection, the lienholder has the right  
42 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a  
43 sale to a purchaser who wishes to leave the property on the rented space and become a tenant,  
44 subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any  
45 purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

1 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the  
2 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written  
3 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-  
4 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-  
5 nates as provided and the landlord may sell or dispose of the property without further notice to the  
6 lienholder.

7 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph  
8 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the  
9 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the  
10 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder  
11 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder  
12 corrects the violation within the notice period, the agreement terminates as provided and the land-  
13 lord may sell or dispose of the property without further notice to the lienholder.

14 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written  
15 notice to the landlord and may remove the property from the facility if the lienholder has paid all  
16 storage charges and other charges as provided in the agreement.

17 (h) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-  
18 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder  
19 has sold or removed the property, the landlord may sell or dispose of the property pursuant to this  
20 section without further notice to the lienholder.

21 (21) If the personal property is considered abandoned as a result of the death of a tenant who  
22 was the only tenant, this section applies, except as follows:

23 (a) The provisions of this section regarding the rights and responsibilities of a tenant to the  
24 abandoned personal property shall apply to any personal representative named in a will or appointed  
25 by a court to act for the deceased tenant or any person designated in writing by the tenant to be  
26 contacted by the landlord in the event of the tenant's death.

27 (b) The notice required by subsection (3) of this section must be:

28 (A) Sent by first class mail to the deceased tenant at the premises; and

29 (B) Personally delivered or sent by first class mail to any personal representative or designated  
30 person if actually known to the landlord.

31 (c) The notice described in subsection (5) of this section must refer to any personal represen-  
32 tative or designated person, instead of the deceased tenant, and must incorporate the provisions of  
33 this subsection.

34 (d) If a personal representative, designated person or other person entitled to possession of the  
35 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period  
36 provided by subsection (6) of this section and so requests, the landlord shall enter into a written  
37 storage agreement with the representative or person providing that the personal property may not  
38 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-  
39 ceedings, whichever is later. A storage agreement entitles the representative or person to store the  
40 personal property on the previously rented space during the term of the agreement, but does not  
41 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may  
42 not enter a similar agreement with a lienholder pursuant to subsection (20) of this section until the  
43 agreement with the personal representative or designated person ends.

44 (e) If a personal representative or other person requests that a landlord enter into a storage  
45 agreement, subsection (20)(c) to (e) and (g)(C) of this section applies, with the representative or

1 person having the rights and responsibilities of a lienholder with regard to the storage agreement.

2 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
 3 resentative or person has the right to remove or sell the property, including a sale to a purchaser  
 4 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property  
 5 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also  
 6 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-  
 7 ment of all unpaid storage charges and maintenance costs.

8 (g) If the representative or person violates the storage agreement, the landlord may terminate  
 9 the agreement by giving at least 30 days' written notice to the representative or person stating facts  
 10 sufficient to notify the representative or person of the reason for the termination. Unless the rep-  
 11 resentative or person corrects the violation within the notice period, the agreement terminates as  
 12 provided and the landlord may sell or dispose of the property without further notice to the repre-  
 13 sentative or person.

14 (h) Upon the failure of a representative or person to enter into a storage agreement as provided  
 15 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the  
 16 representative or person has sold or removed the property, the landlord may sell or dispose of the  
 17 property pursuant to this section without further notice to the representative or person.

18 (22) If a governmental agency determines that the condition of personal property abandoned  
 19 under this section constitutes an extreme health or safety hazard under state or local law and the  
 20 agency determines that the hazard endangers others in the facility and requires quick removal of  
 21 the property, the landlord may sell or dispose of the property pursuant to this subsection. The  
 22 landlord shall comply with all provisions of this section, except as follows:

23 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal  
 24 representative or designated person must contact a landlord to arrange for the disposition of the  
 25 property must be not less than 15 days after personal delivery or mailing of the notice required by  
 26 subsection (3) of this section.

27 (b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder,  
 28 personal representative or designated person must remove the property must be not less than seven  
 29 days after the tenant, lienholder, personal representative or designated person contacts the landlord.

30 (c) The notice required by subsection (3) of this section must be as provided in subsection (5)  
 31 of this section, except that:

32 (A) The dates and deadlines in the notice for contacting the landlord and removing the property  
 33 must be consistent with this subsection;

34 (B) The notice must state that a governmental agency has determined that the property consti-  
 35 tutes an extreme health or safety hazard and must be removed quickly; and

36 (C) The landlord shall attach a copy of the agency's determination to the notice.

37 (d) If the tenant, a lienholder or a personal representative or designated person does not remove  
 38 the property within the time allowed, the landlord or a buyer at a sale by the landlord under sub-  
 39 section (11) of this section shall promptly remove the property from the facility.

40 (e) A landlord is not required to enter into a storage agreement with a lienholder, personal  
 41 representative or designated person pursuant to subsection (20) of this section.

42 (23)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-  
 43 plying with the provisions of this section if, after termination of the tenancy or no more than seven  
 44 days prior to the termination of the tenancy, the following parties so agree in a writing entered into  
 45 in good faith:

1 (A) The landlord;

2 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only  
3 tenant, the personal representative, designated person or other person entitled to possession of the  
4 personal property, such as an heir or devisee, as described in subsection (21) of this section; and

5 (C) Any lienholder.

6 (b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of  
7 property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal  
8 representative, a designated person or any lienholder to waive any right provided by this section.

9 (24) Until personal property is conclusively presumed to be abandoned under subsection (9) of  
10 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-  
11 erty.

12 **SECTION 3. The amendments to ORS 90.600 and 90.675 by sections 1 and 2 of this 2017**  
13 **Act apply to rent increases, capital improvement charges and storage charge increases with**  
14 **effective dates on or after the effective date of this 2017 Act.**