

**A-Engrossed**  
**Senate Bill 277**

Ordered by the Senate April 17  
Including Senate Amendments dated April 17

Sponsored by Senator ROBLAN, Representative HELM, Senator OLSEN; Senators RILEY, STEINER HAYWARD,  
Representative MCKEOWN (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.

Increases notice period for termination of rental agreement and removal of manufactured dwelling or floating home. **Permits landlord to terminate rental agreement with 30 days' written notice if disrepair or deterioration of manufactured dwelling or floating home creates risk of imminent and serious harm to dwellings or persons within facility.** Requires landlord to notify tenant of specific disrepair or deterioration causing termination and describe repairs necessary to avoid termination.

**Requires landlord who requires application for occupancy as tenant from prospective purchaser of manufactured dwelling or floating home to provide prospective purchaser with notice of outstanding repairs, maintenance and improvements. Permits landlord to require new tenant to complete repairs, maintenance and improvements described in notices and to terminate tenancy of new tenant if tenant fails to complete repairs, maintenance and improvements described in notices within six months after tenancy begins.**

Defines terms.

Declares emergency, effective on passage.

**A BILL FOR AN ACT**

1  
2 Relating to rental space for certain types of dwellings in facilities; amending ORS 90.505, 90.632,  
3 90.680 and 105.124; and declaring an emergency.

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

5 **SECTION 1.** ORS 90.505 is amended to read:

6 90.505. (1) As used in ORS 90.505 to 90.850[,]:

7 (a) **"Deterioration":**

8 (A) **Includes a collapsing or failing staircase or railing, one or more holes in a wall or**  
9 **roof, an inadequately supported window air conditioning unit, falling gutters, siding or**  
10 **skirting, or paint that is peeling or faded as to threaten the useful life or integrity of the**  
11 **siding.**

12 (B) **Does not include aesthetic or cosmetic concerns.**

13 (b) **"Disrepair":**

14 (A) **Means the state of being in need of repair because a component is broken, collapsing,**  
15 **creating a safety hazard or generally in need of maintenance.**

16 (B) **Includes the need to correct a failure to conform with applicable building and housing**  
17 **codes at the time of:**

18 (i) **Installation of the manufactured dwelling or floating home on the site.**

19 (ii) **Making improvements to the manufactured dwelling or floating home following in-**  
20 **stallation.**

**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 (c) “Rent a space for a manufactured dwelling or floating home,” or similar wording, means a  
 2 transaction creating a rental agreement in which the owner of a manufactured dwelling or floating  
 3 home secures the right to locate the dwelling or home on the real property of another in a facility  
 4 for use as a residence in return for value, and in which the owner of the manufactured dwelling or  
 5 floating home retains no interest in the real property at the end of the transaction.

6 (2) Unless otherwise provided, ORS 90.100 to 90.465 apply to rental agreements that are subject  
 7 to ORS 90.505 to 90.850. However, to the extent of inconsistency, the applicable provisions of ORS  
 8 90.505 to 90.850 control over the provisions of ORS 90.100 to 90.465.

9 **SECTION 2.** ORS 90.632 is amended to read:

10 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-  
 11 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the  
 12 physical condition of the **exterior of the** manufactured dwelling or floating home, only by complying  
 13 with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling  
 14 or home.

15 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider  
 16 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original  
 17 construction material of the dwelling or home or because the dwelling or home was built prior to  
 18 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42  
 19 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance  
 20 with the state building code as defined in ORS 455.010.

21 (3) Except as provided in [subsection (5)] **subsections (4) and (6)** of this section, if the **exterior**  
 22 **of the** tenant’s dwelling or home is in disrepair or is deteriorated, a landlord may terminate a rental  
 23 agreement and require the removal of a dwelling or home by giving to the tenant not less than  
 24 [30] **60** days’ written notice before the date designated in the notice for termination.

25 [(4) *The notice required by subsection (3) of this section must:*]

26 (4) **If the disrepair or deterioration of the manufactured dwelling or floating home cre-**  
 27 **ates a risk of imminent and serious harm to dwellings, homes or persons within the facility,**  
 28 **a landlord may terminate a rental agreement and require the removal of the dwelling or**  
 29 **home by giving to the tenant not less than 30 days’ written notice before the date designated**  
 30 **in the notice for termination. The notice shall describe the risk of harm.**

31 (5) **The notice required by subsections (3) and (4) of this section must:**

32 (a) State facts sufficient to notify the tenant of the [causes or reasons] **specific disrepair or**  
 33 **deterioration that is the cause or reason** for termination of the tenancy and removal of the  
 34 dwelling or home;

35 (b) State that the tenant can avoid termination and removal by correcting the cause for termi-  
 36 nation and removal within the notice period;

37 (c) **If reasonably known by the landlord,** describe [what is] **specifically what repairs are**  
 38 **required to correct the disrepair or deterioration that is** the cause for termination;

39 (d) Describe the tenant’s right to give the landlord a written notice of correction, where to give  
 40 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all  
 41 as provided by subsection [(6)] (7) of this section; and

42 (e) Describe the tenant’s right to have the termination and correction period extended as pro-  
 43 vided by subsection [(7)] (8) of this section.

44 [(5)] (6) The tenant may avoid termination of the tenancy by correcting the cause within the  
 45 period specified. However, if substantially the same condition that constituted a prior cause for

1 termination of which notice was given recurs within 12 months after the date of the notice, the  
 2 landlord may terminate the tenancy and require the removal of the dwelling or home upon at least  
 3 30 days' written notice specifying the violation and the date of termination of the tenancy.

4 [(6)] (7) During the termination notice or extension period, the tenant may give the landlord  
 5 written notice that the tenant has corrected the cause for termination. Within a reasonable time  
 6 after the tenant's notice of correction, the landlord shall respond to the tenant in writing, stating  
 7 whether the landlord agrees that the cause has been corrected. If the tenant's notice of correction  
 8 is given at least 14 days prior to the end of the termination notice or extension period, failure by  
 9 the landlord to respond as required by this subsection is a defense to a termination based upon the  
 10 landlord's notice for termination.

11 [(7)] (8) Except when the disrepair or deterioration creates a risk of imminent and serious harm  
 12 to [other] dwellings, homes or persons within the facility, the [30-day] **60-day** period provided for the  
 13 tenant to correct the cause for termination and removal shall be extended by at least:

14 (a) An additional 60 days if:

15 (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar  
 16 work and the weather prevents that work during a substantial portion of the [30-day] **60-day** period;  
 17 or

18 (B) The nature or extent of the correction work is such that it cannot reasonably be completed  
 19 within [30] **60** days because of factors such as the amount of work necessary, the type and com-  
 20 plexity of the work and the availability of necessary repair persons; or

21 (b) An additional six months if the disrepair or deterioration has existed for more than the  
 22 preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412.

23 [(8)] (9) In order to have the period for correction extended as provided in subsection [(7)] (8)  
 24 of this section, a tenant must give the landlord written notice describing the necessity for an ex-  
 25 tension in order to complete the correction work. The notice must be given a reasonable amount  
 26 of time prior to the end of the notice for termination period.

27 [(9)] (10) A tenancy terminates on the date designated in the notice and without regard to the  
 28 expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Un-  
 29 less otherwise agreed, rent is uniformly apportionable from day to day.

30 [(10)] (11) This section does not limit a landlord's right to terminate a tenancy for nonpayment  
 31 of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by  
 32 complying with ORS 105.105 to 105.168.

33 [(11)] (12) A landlord may give a copy of the notice for termination required by this section to  
 34 any lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other  
 35 method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages in-  
 36 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a  
 37 lienholder.

38 [(12)] (13) When a tenant has been given a notice for termination pursuant to this section and  
 39 has subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall  
 40 have the same rights as provided by ORS 90.675, including the right to correct the cause of the  
 41 notice, within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the  
 42 notice period provided by this section for the tenant to correct the cause.

43 **SECTION 3.** ORS 90.680 is amended to read:

44 90.680. (1) As used in this section, "consignment" means an agreement in which a tenant au-  
 45 thorizes a landlord to sell a manufactured dwelling or floating home on behalf of the tenant who

1 owns the dwelling or home in a facility that is owned by the landlord and for which the landlord  
2 receives compensation.

3 (2) A landlord may not deny any manufactured dwelling or floating home space tenant the right  
4 to sell a manufactured dwelling or floating home on a rented space or require the tenant to remove  
5 the dwelling or home from the space solely on the basis of the sale.

6 (3) A landlord may not require, as a condition of a tenant's occupancy, consignment of the  
7 tenant's manufactured dwelling or floating home.

8 (4)(a) A landlord may sell a tenant's manufactured dwelling or floating home on consignment  
9 only if:

10 (A) The sale involves a dwelling in a facility and the landlord is licensed to sell dwellings under  
11 ORS 446.661 to 446.756. The license may be held by a person that differs from the person that owns  
12 the facility and is the landlord, if there is common ownership between the two.

13 (B) The landlord and tenant first enter into a written consignment contract that specifies at a  
14 minimum:

15 (i) The duration of the contract, which, unless extended in writing, may not exceed 180 days;

16 (ii) The estimated square footage of the dwelling or home, and the make, model, year, vehicle  
17 identification number and license plate number, if known;

18 (iii) The price offered for sale of the dwelling or home;

19 (iv) Whether lender financing is permitted and the amount, if any, of the earnest money deposit;

20 (v) Whether the transaction is intended to be closed through a state-licensed escrow;

21 (vi) All liens, taxes and other charges known to be in existence against the dwelling or home  
22 that must be removed before the tenant can convey marketable title to a prospective buyer;

23 (vii) The method of marketing the sale of a dwelling or home to the public, such as signs posted  
24 at the facility or through advertisements posted on the Internet or published in newspapers or in  
25 other publications;

26 (viii) The form and amount of compensation to the landlord, such as a fixed fee, a percentage  
27 of the gross sale price or another similar arrangement. If the form of compensation is a fixed fee,  
28 the contract shall state the amount; and

29 (ix) For the purpose of determining the net sale proceeds that are payable to the tenant, the  
30 manner and order by which the gross sale proceeds will be applied to liens, taxes, actual costs of  
31 sale, landlord compensation and other closing costs.

32 (C) Within 10 days after a sale, the landlord pays to the tenant the tenant's share of the sale  
33 proceeds and provides to the tenant a written accounting for the sale proceeds.

34 (b) The landlord may not exact a commission or fee, however designated, or retain a portion of  
35 any sale proceeds for the sale of a manufactured dwelling or floating home on a rented space unless  
36 the landlord has acted as representative for the seller pursuant to a written consignment contract.

37 (5)(a) The landlord may not deny the tenant the right to place a "for sale" sign on or in a  
38 manufactured dwelling or floating home owned by the tenant. The size, placement and character of  
39 such signs shall be subject to reasonable rules of the landlord.

40 (b) If the landlord advertises a manufactured dwelling or floating home for sale within the fa-  
41 cility, the tenant may advertise the sale of the tenant's dwelling or home by posting a sign in a  
42 similar manner and similar location.

43 (6) A landlord may not knowingly make false statements to a prospective purchaser about the  
44 quality of a tenant's manufactured dwelling or floating home.

45 (7) Nothing in this section prevents a landlord from selling to a prospective purchaser a manu-

1 factured dwelling or floating home owned by the landlord at a price or on terms, including space  
2 rent, that are more favorable than the price and terms offered for dwellings or homes that are for  
3 sale by a tenant.

4 (8) If the prospective purchaser of a manufactured dwelling or floating home desires to leave the  
5 dwelling or home on the rented space and become a tenant, the landlord may require in the rental  
6 agreement:

7 (a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days'  
8 notice in writing prior to the sale of the dwelling or home on a rented space;

9 (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and ac-  
10 curate written application for occupancy of the dwelling or home as a tenant after the sale is fi-  
11 nalized and that a prospective purchaser may not occupy the dwelling or home until after the  
12 prospective purchaser is accepted by the landlord as a tenant;

13 (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell  
14 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of  
15 all properly functioning smoke alarms and any other rules and regulations of the facility such as  
16 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

17 (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees,  
18 deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement,  
19 prior to the landlord's acceptance of the prospective purchaser as a tenant.

20 (9)(a) If a landlord requires a prospective purchaser to submit an application for occupancy as  
21 a tenant under subsection (8) of this section, the landlord shall provide, upon request from the pur-  
22 chaser, a copy of the application. At the time that the landlord gives the prospective purchaser an  
23 application the landlord shall also give the prospective purchaser:

24 **(A) Copies of the statement of policy, the rental agreement and the facility rules and regu-**  
25 **lations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510[.];**

26 **(B) Copies of any outstanding notices given to the tenant under ORS 90.632;**

27 **(C) A list of any disrepair or deterioration of the manufactured dwelling or floating home;**

28 **(D) A list of any failures to maintain the space or to comply with any other provisions**  
29 **of the rental agreement, including aesthetic or cosmetic improvements; and**

30 **(E) A statement that the landlord may require a prospective purchaser to complete re-**  
31 **pairs, maintenance and improvements as described in the notices and lists provided under**  
32 **subparagraphs (B) to (D) of this paragraph.**

33 (b) The terms of the statement, rental agreement and rules and regulations need not be the same  
34 as those in the selling tenant's statement, rental agreement and rules and regulations.

35 (c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospective purchaser to pay a  
36 reasonable copying charge for the documents.

37 (d) If a prospective purchaser agrees, a landlord may provide the documents in an electronic  
38 format.

39 (10) The following apply if a landlord receives an application for tenancy from a prospective  
40 purchaser under subsection (8) of this section:

41 (a) The landlord shall accept or reject the prospective purchaser's application within seven days  
42 following the day the landlord receives a complete and accurate written application. An application  
43 is not complete until the prospective purchaser pays any required applicant screening charge and  
44 provides the landlord with all information and documentation, including any financial data and ref-  
45 erences, required by the landlord pursuant to ORS 90.510 (5)(i). The landlord and the prospective

1 purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's  
2 application or to allow the prospective purchaser to address any failure to meet the landlord's  
3 screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice  
4 required under subsection (8)(a) of this section, the period provided for the landlord to accept or  
5 reject a complete and accurate written application is extended to 10 days.

6 (b) When a landlord considers an application for tenancy from a prospective purchaser of a  
7 dwelling or home from a tenant, the landlord shall apply to the prospective purchaser credit and  
8 conduct screening criteria that are substantially similar to the credit and conduct screening criteria  
9 the landlord applies to a prospective purchaser of a dwelling or home from the landlord.

10 (c) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable  
11 cause for rejection includes, but is not limited to, failure of the prospective purchaser to meet the  
12 landlord's conditions for approval as provided in ORS 90.510 (5)(i) or failure of the prospective  
13 purchaser's references to respond to the landlord's timely request for verification within the time  
14 allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided in  
15 paragraph (d) of this subsection, the landlord shall furnish to the seller and purchaser a written  
16 statement of the reasons for the rejection.

17 (d) If a rejection under paragraph (c) of this subsection is based upon a consumer report, as  
18 defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may  
19 not disclose the contents of the report to anyone other than the purchaser. The landlord shall dis-  
20 close to the seller in writing that the rejection is based upon information contained within a con-  
21 sumer report and that the landlord may not disclose the information within the report.

22 (11) The following apply if a landlord does not require a prospective purchaser to submit an  
23 application for occupancy as a tenant under subsection (8) of this section or if the landlord does not  
24 accept or reject the prospective purchaser as a tenant within the time required under subsection  
25 (10) of this section:

26 (a) The landlord waives any right to bring an action against the tenant under the rental agree-  
27 ment for breach of the landlord's right to establish conditions upon and approve a prospective pur-  
28 chaser of the tenant's dwelling or home;

29 (b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home  
30 as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

31 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or  
32 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental  
33 agreement only if the new tenant agrees in writing.

34 (12) A landlord may not, because of the age, size, style or original construction material of the  
35 dwelling or home or because the dwelling or home was built prior to adoption of the National  
36 Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-  
37 ance with the standards of that Act in effect at that time or in compliance with the state building  
38 code as defined in ORS 455.010:

39 (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or  
40 home on a rented space within a facility; or

41 (b) Require a prospective purchaser of an existing dwelling or home on a rented space within  
42 a facility to remove the dwelling or home from the rented space.

43 (13) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant's dwelling  
44 or home in compliance with this section during the notice period. The tenant shall provide a pro-  
45 spective purchaser with a copy of any outstanding notice given [pursuant] to **the tenant under ORS**

1 90.632 prior to a sale. [The landlord may also give any prospective purchaser a copy of any such no-  
2 tice. The landlord may require as a condition of tenancy that a prospective purchaser who desires to  
3 leave the dwelling or home on the rented space and become a tenant must comply with the notice within  
4 the notice period consistent with ORS 90.632.] If the tenancy has been terminated pursuant to ORS  
5 90.632, or the notice period provided in ORS 90.632 has expired without a correction of cause or  
6 extension of time to correct, a prospective purchaser does not have a right to leave the dwelling  
7 or home on the rented space and become a tenant.

8 **(14) The following applies to a landlord that accepts a prospective purchaser as a tenant**  
9 **under subsection (10) of this section:**

10 **(a) Notwithstanding any waiver given by the landlord to the previous tenant, the landlord**  
11 **may require the new tenant to complete the repairs, maintenance and improvements de-**  
12 **scribed in the notices provided under subsection (9)(a)(B) to (D) of this section.**

13 **(b) Notwithstanding ORS 90.412, if the new tenant fails to complete the repairs, mainte-**  
14 **nance and improvements described in the notices provided under subsection (9)(a)(B) to (D)**  
15 **of this section within six months after the tenancy begins, the landlord may terminate the**  
16 **tenancy by giving the new tenant the notice required under ORS 90.630 or 90.632.**

17 [(14)] **(15)** Except as provided by subsection (13) of this section, after a tenancy has ended and  
18 during the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the  
19 tenant's dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented  
20 space and become a tenant as provided by this section, if the former tenant makes timely periodic  
21 payment of all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and  
22 the rented space on which it is stored and enters the premises only with the written permission of  
23 the landlord. Payment of the storage charges or maintenance of the dwelling or home and the space  
24 does not create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A for-  
25 mer tenant may not enter the premises without the written permission of the landlord, including  
26 entry to maintain the dwelling or home or the space or to facilitate a sale.

27 [(15)] **(16)** A landlord or tenant who sells a manufactured dwelling or floating home shall deliver  
28 title to the dwelling or home to the purchaser within 25 business days after completion of the sale.  
29 If the sale by contract requires future payments, the landlord or tenant shall notify the county that  
30 the purchaser is responsible for property tax payments.

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

32 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling  
33 unit:

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

36  
37  
38 IN THE CIRCUIT COURT  
39 FOR THE COUNTY OF

40 \_\_\_\_\_  
41 No. \_\_\_\_\_

42  
43 RESIDENTIAL EVICTION COMPLAINT

44  
45 PLAINTIFF (Landlord or agent):

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 Address: \_\_\_\_\_  
 4 City: \_\_\_\_\_  
 5 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 6 Telephone: \_\_\_\_\_

7  
8 vs.

9  
 10 DEFENDANT (Tenants/Occupants):  
 11 \_\_\_\_\_  
 12 \_\_\_\_\_

13 MAILING ADDRESS: \_\_\_\_\_  
 14 City: \_\_\_\_\_  
 15 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 16 Telephone: \_\_\_\_\_

17  
 18 1.  
 19 Tenants are in possession of the dwelling unit, premises or rental property described above or  
 20 located at:

21 \_\_\_\_\_

22  
 23  
 24 2.  
 25 Landlord is entitled to possession of the property because of:

- 26 \_\_\_\_\_
- 27 \_\_\_\_\_ 24-hour notice for personal
- 28 injury, substantial damage, extremely
- 29 outrageous act or unlawful occupant.
- 30 ORS 90.396 or 90.403.
- 31 \_\_\_\_\_ 24-hour or 48-hour notice for
- 32 violation of a drug or alcohol
- 33 program. ORS 90.398.
- 34 \_\_\_\_\_ 24-hour notice for perpetrating
- 35 domestic violence, sexual assault or
- 36 stalking. ORS 90.445.
- 37 \_\_\_\_\_ 72-hour or 144-hour notice for
- 38 nonpayment of rent. ORS 90.394.
- 39 \_\_\_\_\_ 7-day notice with stated cause in
- 40 a week-to-week tenancy. ORS 90.392 (6).
- 41 \_\_\_\_\_ 10-day notice for a pet violation,
- 42 a repeat violation in a month-to-month
- 43 tenancy or without stated cause in a
- 44 week-to-week tenancy. ORS 90.392 (5),
- 45 90.405 or 90.427 (2).



