

Senate Bill 277

Sponsored by Senator ROBLAN, Representative HELM; 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 **as introduced**.

Increases notice period for termination of rental agreement and removal of manufactured dwelling or floating home. Requires landlord to notify tenant of specific disrepair or deterioration causing termination and describe repairs necessary to avoid termination. 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 and
3 105.124; 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, peeling paint or falling gutters,**
10 **siding or skirting.**

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

12 (b) **“Disrepair” means the state of being in need of repair because a component is broken,**
13 **collapsing, creating a safety hazard or generally in need of maintenance.**

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

19 (2) Unless otherwise provided, ORS 90.100 to 90.465 apply to rental agreements that are subject
20 to ORS 90.505 to 90.850. However, to the extent of inconsistency, the applicable provisions of ORS
21 90.505 to 90.850 control over the provisions of ORS 90.100 to 90.465.

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

23 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
24 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
25 physical condition of the manufactured dwelling or floating home, only by complying with this sec-
26 tion and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

27 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider
28 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original
29 construction material of the dwelling or home or because the dwelling or home was built prior to
30 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42

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 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance
2 with the state building code as defined in ORS 455.010.

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

7 (4) The notice required by subsection (3) of this section must:

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

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

13 (c) Describe [*what is*] **specifically what repairs are** required to correct **the disrepair or de-**
14 **terioration that is** the cause for termination;

15 (d) Describe the tenant's right to give the landlord a written notice of correction, where to give
16 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all
17 as provided by subsection (6) of this section; and

18 (e) Describe the tenant's right to have the termination and correction period extended as pro-
19 vided by subsection (7) of this section.

20 (5) The tenant may avoid termination of the tenancy by correcting the cause within the period
21 specified. However, if substantially the same condition that constituted a prior cause for termination
22 of which notice was given recurs within 12 months after the date of the notice, the landlord may
23 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days'
24 written notice specifying the violation and the date of termination of the tenancy.

25 (6) During the termination notice or extension period, the tenant may give the landlord written
26 notice that the tenant has corrected the cause for termination. Within a reasonable time after the
27 tenant's notice of correction, the landlord shall respond to the tenant in writing, stating whether the
28 landlord agrees that the cause has been corrected. If the tenant's notice of correction is given at
29 least 14 days prior to the end of the termination notice or extension period, failure by the landlord
30 to respond as required by this subsection is a defense to a termination based upon the landlord's
31 notice for termination.

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

35 (a) An additional 60 days if:

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

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

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

44 (8) In order to have the period for correction extended as provided in subsection (7) of this
45 section, a tenant must give the landlord written notice describing the necessity for an extension in

1 order to complete the correction work. The notice must be given a reasonable amount of time prior
2 to the end of the notice for termination period.

3 (9) A tenancy terminates on the date designated in the notice and without regard to the expi-
4 ration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless
5 otherwise agreed, rent is uniformly apportionable from day to day.

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

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

14 (12) When a tenant has been given a notice for termination pursuant to this section and has
15 subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have
16 the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,
17 within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the notice
18 period provided by this section for the tenant to correct the cause.

19 **SECTION 3.** ORS 105.124 is amended to read:

20 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
21 unit:

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

24 _____
25
26 IN THE CIRCUIT COURT
27 FOR THE COUNTY OF

28 _____
29 No. _____

30
31 RESIDENTIAL EVICTION COMPLAINT

32
33 PLAINTIFF (Landlord or agent):

34 _____
35 _____

36 Address: _____

37 City: _____

38 State: _____ Zip: _____

39 Telephone: _____
40

41 vs.

42
43 DEFENDANT (Tenants/Occupants):

44 _____
45 _____

1 MAILING ADDRESS: _____
2 City: _____
3 State: _____ Zip: _____
4 Telephone: _____
5

6 1.

7 Tenants are in possession of the dwelling unit, premises or rental property described above or
8 located at:
9

10 _____
11

12 2.

13 Landlord is entitled to possession of the property because of:
14

- 15 _____ 24-hour notice for personal
16 injury, substantial damage, extremely
17 outrageous act or unlawful occupant.
18 ORS 90.396 or 90.403.
- 19 _____ 24-hour or 48-hour notice for
20 violation of a drug or alcohol
21 program. ORS 90.398.
- 22 _____ 24-hour notice for perpetrating
23 domestic violence, sexual assault or
24 stalking. ORS 90.445.
- 25 _____ 72-hour or 144-hour notice for
26 nonpayment of rent. ORS 90.394.
- 27 _____ 7-day notice with stated cause in
28 a week-to-week tenancy. ORS 90.392 (6).
- 29 _____ 10-day notice for a pet violation,
30 a repeat violation in a month-to-month
31 tenancy or without stated cause in a
32 week-to-week tenancy. ORS 90.392 (5),
33 90.405 or 90.427 (2).
- 34 _____ 20-day notice for a repeat violation.
35 ORS 90.630 (4).
- 36 _____ 30-day, 60-day or 180-day notice without
37 stated cause in a month-to-month
38 tenancy. ORS 90.427 (3) or (4) or 90.429.
- 39 _____ 30-day notice with stated cause.
40 ORS 90.392[, 90.630 or 90.632] or **90.630**.
- 41 _____ **60-day notice with stated cause.**
42 **ORS 90.632.**
- 43 _____ Notice to bona fide tenants after
44 foreclosure sale or termination of
45 fixed term tenancy after foreclosure

1 sale. ORS 86.782 (6)(c).
 2 _____ Other notice _____
 3 _____ No notice (explain) _____

4
5 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

6
7 3.

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

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

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

14 _____
15
16 Signature of landlord or agent.

17 _____

18
19 (2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as
20 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee
21 of an agent of the plaintiff.

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

23 **SECTION 4. The amendments to ORS 90.505 and 90.632 by sections 1 and 2 of this 2017**
24 **Act apply to:**

25 (1) **Rental agreements for fixed term tenancies entered into or renewed on or after the**
26 **effective date of this 2017 Act; and**

27 (2) **Rental agreements for month-to-month tenancies in effect on or after the effective**
28 **date of this 2017 Act.**

29 **SECTION 5. This 2017 Act being necessary for the immediate preservation of the public**
30 **peace, health and safety, an emergency is declared to exist, and this 2017 Act takes effect**
31 **on its passage.**