

Requested by Senator ROBLAN

**PROPOSED AMENDMENTS TO  
SENATE BILL 277**

1 On page 1 of the printed bill, line 2, before “and” insert “, 90.680”.

2 In line 9, delete “peeling paint or”.

3 In line 10, after “skirting” insert “, or paint that is peeling or faded as  
4 to threaten the useful life or integrity of the siding”.

5 Delete lines 12 and 13 and insert:

6 “(b) ‘Disrepair’:

7 “(A) Means the state of being in need of repair because a component is  
8 broken, collapsing, creating a safety hazard or generally in need of mainte-  
9 nance.

10 “(B) Includes the need to correct a failure to conform with applicable  
11 building and housing codes at the time of:

12 “(i) Installation of the manufactured dwelling or floating home on the  
13 site.

14 “(ii) Making improvements to the manufactured dwelling or floating home  
15 following installation.”.

16 In line 25, after “the” insert “exterior of the”.

17 On page 2, delete line 3 and insert:

18 “(3) Except as provided in subsections (4) and (6) of this section, if the  
19 exterior of the tenant’s dwelling or home is in”.

20 Delete line 7 and insert:

21 “(4) If the disrepair or deterioration of the manufactured dwelling or

1 floating home creates a risk of imminent and serious harm to dwellings,  
2 homes or persons within the facility, a landlord may terminate a rental  
3 agreement and require the removal of the dwelling or home by giving to the  
4 tenant not less than 30 days' written notice before the date designated in the  
5 notice for termination. The notice shall describe the risk of harm.

6 “(5) The notice required by subsections (3) and (4) of this section must:”.

7 In line 13, after “(c)” insert “If reasonably known by the landlord,”.

8 In line 17, delete “(6)” and insert “(7)”.

9 In line 19, delete “(7)” and insert “(8)”.

10 In line 20, delete “(5)” and insert “(6)”.

11 In line 25, delete “(6)” and insert “(7)”.

12 In line 32, delete “(7)” and insert “(8)”.

13 In line 33, delete “other”.

14 In line 44, delete “(8)” and insert “(9)” and delete “(7)” and insert “(8)”.

15 On page 3, line 3, delete “(9)” and insert “(10)”.

16 In line 6, delete “(10)” and insert “(11)”.

17 In line 9, delete “(11)” and insert “(12)”.

18 In line 14, delete “(12)” and insert “(13)”.

19 After line 18, insert:

20 **“SECTION 3.** ORS 90.680 is amended to read:

21 “90.680. (1) As used in this section, ‘consignment’ means an agreement in  
22 which a tenant authorizes a landlord to sell a manufactured dwelling or  
23 floating home on behalf of the tenant who owns the dwelling or home in a  
24 facility that is owned by the landlord and for which the landlord receives  
25 compensation.

26 “(2) A landlord may not deny any manufactured dwelling or floating home  
27 space tenant the right to sell a manufactured dwelling or floating home on  
28 a rented space or require the tenant to remove the dwelling or home from  
29 the space solely on the basis of the sale.

30 “(3) A landlord may not require, as a condition of a tenant’s occupancy,

1 consignment of the tenant's manufactured dwelling or floating home.

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

4       “(A) The sale involves a dwelling in a facility and the landlord is licensed  
5 to sell dwellings under ORS 446.661 to 446.756. The license may be held by  
6 a person that differs from the person that owns the facility and is the land-  
7 lord, if there is common ownership between the two.

8       “(B) The landlord and tenant first enter into a written consignment con-  
9 tract that specifies at a minimum:

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

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

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

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

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

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

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

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

30       “(ix) For the purpose of determining the net sale proceeds that are paya-

1 ble to the tenant, the manner and order by which the gross sale proceeds  
2 will be applied to liens, taxes, actual costs of sale, landlord compensation  
3 and other closing costs.

4 “(C) Within 10 days after a sale, the landlord pays to the tenant the  
5 tenant’s share of the sale proceeds and provides to the tenant a written ac-  
6 counting for the sale proceeds.

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

11 “(5)(a) The landlord may not deny the tenant the right to place a ‘for  
12 sale’ sign on or in a manufactured dwelling or floating home owned by the  
13 tenant. The size, placement and character of such signs shall be subject to  
14 reasonable rules of the landlord.

15 “(b) If the landlord advertises a manufactured dwelling or floating home  
16 for sale within the facility, the tenant may advertise the sale of the tenant’s  
17 dwelling or home by posting a sign in a similar manner and similar location.

18 “(6) A landlord may not knowingly make false statements to a prospective  
19 purchaser about the quality of a tenant’s manufactured dwelling or floating  
20 home.

21 “(7) Nothing in this section prevents a landlord from selling to a pro-  
22 spective purchaser a manufactured dwelling or floating home owned by the  
23 landlord at a price or on terms, including space rent, that are more favorable  
24 than the price and terms offered for dwellings or homes that are for sale by  
25 a tenant.

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

29 “(a) Except when a termination or abandonment occurs, that a tenant  
30 give not more than 10 days’ notice in writing prior to the sale of the dwelling

1 or home on a rented space;

2 “(b) That prior to the sale, the prospective purchaser submit to the land-  
3 lord a complete and accurate written application for occupancy of the  
4 dwelling or home as a tenant after the sale is finalized and that a prospective  
5 purchaser may not occupy the dwelling or home until after the prospective  
6 purchaser is accepted by the landlord as a tenant;

7 “(c) That a tenant give notice to any lienholder, prospective purchaser  
8 or person licensed to sell dwellings or homes of the requirements of para-  
9 graphs (b) and (d) of this subsection, the location of all properly functioning  
10 smoke alarms and any other rules and regulations of the facility such as  
11 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

12 “(d) If the sale is not by a lienholder, that the prospective purchaser pay  
13 in full all rents, fees, deposits or charges owed by the tenant as authorized  
14 under ORS 90.140 and the rental agreement, prior to the landlord’s accept-  
15 ance of the prospective purchaser as a tenant.

16 “(9)(a) If a landlord requires a prospective purchaser to submit an appli-  
17 cation for occupancy as a tenant under subsection (8) of this section, the  
18 landlord shall provide, upon request from the purchaser, a copy of the ap-  
19 plication. At the time that the landlord gives the prospective purchaser an  
20 application the landlord shall also give the prospective purchaser:

21 “(A) Copies of the statement of policy, the rental agreement and the fa-  
22 cility rules and regulations, including any conditions imposed on a subse-  
23 quent sale, all as provided by ORS 90.510[.];

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

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

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

1       **“(E) A statement that the landlord may require a prospective pur-**  
2 **chaser to complete repairs, maintenance and improvements as de-**  
3 **scribed in the notices and lists provided under subparagraphs (B) to**  
4 **(D) of this paragraph.**

5       “(b) The terms of the statement, rental agreement and rules and regu-  
6 lations need not be the same as those in the selling tenant’s statement, rental  
7 agreement and rules and regulations.

8       “(c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospec-  
9 tive purchaser to pay a reasonable copying charge for the documents.

10       “(d) If a prospective purchaser agrees, a landlord may provide the docu-  
11 ments in an electronic format.

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

14       “(a) The landlord shall accept or reject the prospective purchaser’s ap-  
15 plication within seven days following the day the landlord receives a com-  
16 plete and accurate written application. An application is not complete until  
17 the prospective purchaser pays any required applicant screening charge and  
18 provides the landlord with all information and documentation, including any  
19 financial data and references, required by the landlord pursuant to ORS  
20 90.510 (5)(i). The landlord and the prospective purchaser may agree to a  
21 longer time period for the landlord to evaluate the prospective purchaser’s  
22 application or to allow the prospective purchaser to address any failure to  
23 meet the landlord’s screening or admission criteria. If a tenant has not pre-  
24 viously given the landlord the 10 days’ notice required under subsection  
25 (8)(a) of this section, the period provided for the landlord to accept or reject  
26 a complete and accurate written application is extended to 10 days.

27       “(b) When a landlord considers an application for tenancy from a pro-  
28 spective purchaser of a dwelling or home from a tenant, the landlord shall  
29 apply to the prospective purchaser credit and conduct screening criteria that  
30 are substantially similar to the credit and conduct screening criteria the

1 landlord applies to a prospective purchaser of a dwelling or home from the  
2 landlord.

3 “(c) The landlord may not unreasonably reject a prospective purchaser  
4 as a tenant. Reasonable cause for rejection includes, but is not limited to,  
5 failure of the prospective purchaser to meet the landlord’s conditions for  
6 approval as provided in ORS 90.510 (5)(i) or failure of the prospective  
7 purchaser’s references to respond to the landlord’s timely request for verifi-  
8 cation within the time allowed for acceptance or rejection under paragraph  
9 (a) of this subsection. Except as provided in paragraph (d) of this subsection,  
10 the landlord shall furnish to the seller and purchaser a written statement  
11 of the reasons for the rejection.

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

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

24 “(a) The landlord waives any right to bring an action against the tenant  
25 under the rental agreement for breach of the landlord’s right to establish  
26 conditions upon and approve a prospective purchaser of the tenant’s dwelling  
27 or home;

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

1 “(c) If the prospective purchaser becomes a new tenant, the landlord may  
2 impose conditions or terms on the tenancy that are inconsistent with the  
3 terms and conditions of the seller’s rental agreement only if the new tenant  
4 agrees in writing.

5 “(12) A landlord may not, because of the age, size, style or original con-  
6 struction material of the dwelling or home or because the dwelling or home  
7 was built prior to adoption of the National Manufactured Housing Con-  
8 struction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compliance  
9 with the standards of that Act in effect at that time or in compliance with  
10 the state building code as defined in ORS 455.010:

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

13 “(b) Require a prospective purchaser of an existing dwelling or home on  
14 a rented space within a facility to remove the dwelling or home from the  
15 rented space.

16 “(13) A tenant who has received a notice pursuant to ORS 90.632 may sell  
17 the tenant’s dwelling or home in compliance with this section during the  
18 notice period. The tenant shall provide a prospective purchaser with a copy  
19 of any outstanding notice given [*pursuant*] to **the tenant under** ORS 90.632  
20 prior to a sale. [*The landlord may also give any prospective purchaser a copy*  
21 *of any such notice. The landlord may require as a condition of tenancy that*  
22 *a prospective purchaser who desires to leave the dwelling or home on the*  
23 *rented space and become a tenant must comply with the notice within the no-*  
24 *tice period consistent with ORS 90.632.] If the tenancy has been terminated  
25 pursuant to ORS 90.632, or the notice period provided in ORS 90.632 has ex-  
26 pired without a correction of cause or extension of time to correct, a pro-  
27 spective purchaser does not have a right to leave the dwelling or home on  
28 the rented space and become a tenant.*

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



1       “(a) Notwithstanding any waiver given by the landlord to the pre-  
2 vious tenant, the landlord may require the new tenant to complete the  
3 repairs, maintenance and improvements described in the notices pro-  
4 vided under subsection (9)(a)(B) to (D) of this section.

5       “(b) Notwithstanding ORS 90.412, if the new tenant fails to complete  
6 the repairs, maintenance and improvements described in the notices  
7 provided under subsection (9)(a)(B) to (D) of this section within six  
8 months after the tenancy begins, the landlord may terminate the  
9 tenancy by giving the new tenant the notice required under ORS 90.630  
10 or 90.632.

11       “[(14)] (15) Except as provided by subsection (13) of this section, after a  
12 tenancy has ended and during the period provided by ORS 90.675 (6) and (8),  
13 a former tenant retains the right to sell the tenant’s dwelling or home to a  
14 purchaser who wishes to leave the dwelling or home on the rented space and  
15 become a tenant as provided by this section, if the former tenant makes  
16 timely periodic payment of all storage charges as provided by ORS 90.675  
17 (7)(b), maintains the dwelling or home and the rented space on which it is  
18 stored and enters the premises only with the written permission of the  
19 landlord. Payment of the storage charges or maintenance of the dwelling or  
20 home and the space does not create or reinstate a tenancy or create a waiver  
21 pursuant to ORS 90.412 or 90.417. A former tenant may not enter the prem-  
22 ises without the written permission of the landlord, including entry to  
23 maintain the dwelling or home or the space or to facilitate a sale.

24       “[(15)] (16) A landlord or tenant who sells a manufactured dwelling or  
25 floating home shall deliver title to the dwelling or home to the purchaser  
26 within 25 business days after completion of the sale. If the sale by contract  
27 requires future payments, the landlord or tenant shall notify the county that  
28 the purchaser is responsible for property tax payments.”.

29       In line 19, delete “3” and insert “4”.

30       On page 4, line 40, restore the bracketed material and delete the boldfaced

1 material.

2 On page 5, line 23, delete “4” and insert “5” and delete “ORS 90.505 and  
3 90.632 by sections 1 and 2” and insert “ORS 90.505, 90.632 and 90.680 by  
4 sections 1, 2 and 3”.

5 In line 29, delete “5” and insert “6”.

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