

Requested by Senator GELSER

**PROPOSED AMENDMENTS TO
A-ENGROSSED HOUSE BILL 2004**

1 On page 1 of the printed A-engrossed bill, delete line 3 and insert “90.600
2 and 105.124 and section 2, chapter 53, Oregon Laws 2016; and declaring an
3 emergency.”.

4 Delete lines 5 through 21 and delete pages 2 through 5.

5 On page 6, delete line 1 and insert:

6 **“SECTION 1.** ORS 90.427 is amended to read:

7 “90.427. (1) As used in this section[, *‘first year of occupancy’ includes all*
8 *periods in which any of the tenants has resided in the dwelling unit for one*
9 *year or less.*]:

10 **“(a) ‘First nine months of occupancy’ includes all periods in which**
11 **any of the tenants has resided in the dwelling unit for nine months**
12 **or less.**

13 **“(b) ‘First year of occupancy’ includes all periods in which any of**
14 **the tenants has resided in the dwelling unit for one year or less.**

15 **“(c) ‘Immediate family’ means:**

16 **“(A) An adult person related by blood, adoption, marriage or do-**
17 **mestic partnership, as defined in ORS 106.310, or as defined or de-**
18 **scribed in similar law in another jurisdiction;**

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

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

21 **“(D) A child, grandchild, foster child, ward or guardian of any per-**

1 **son listed in subparagraph (A) or (B) of this paragraph.**

2 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant
3 may terminate the tenancy by a written notice given to the other at least
4 10 days before the termination date specified in the notice.

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

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

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

11 “(b)(A) **Except as provided in subparagraph (B) of this paragraph,**
12 at any time during the first [*year*] **nine months** of occupancy, the landlord
13 may terminate the tenancy by giving the tenant notice in writing not less
14 than 30 days prior to the date designated in the notice for the termination
15 of the tenancy.

16 “**(B) A landlord may not terminate a tenancy under this paragraph
17 within 60 days of receiving a request from the tenant for repairs that
18 are necessary to correct a violation of the building, health or housing
19 code or to correct an unhabitable condition, as described in ORS 90.320.**

20 “[*(c) At any time after the first year of occupancy, the landlord may ter-
21 minate the tenancy by giving the tenant notice in writing not less than 60 days
22 prior to the date designated in the notice for the termination of the tenancy.*]

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

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

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

5 **“(c) At any time after the first nine months of occupancy, the**
6 **landlord may terminate the tenancy only:**

7 **“(A) For cause and with notice as described in ORS 86.782 (6)(c),**
8 **90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or**

9 **“(B) Under an exception and with notice as described in subsection**
10 **(5) or (6) of this section.**

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

13 **“(a) Unless the tenant requests a shorter fixed term, the fixed term**
14 **must be at least six months in duration.**

15 **“(b) At any time during the fixed term:**

16 **“(A) The tenant may terminate the tenancy without cause by giving**
17 **the landlord notice in writing not less than 30 days prior to the speci-**
18 **fied ending date for the fixed term or not less than 30 days prior to the**
19 **date designated in the notice for the termination of the tenancy,**
20 **whichever is later.**

21 **“(B) The landlord may terminate the tenancy only for cause and**
22 **with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,**
23 **90.396, 90.398, 90.405, 90.440 or 90.445.**

24 **“(c) Not less than 90 days prior to the specified ending date for the**
25 **fixed term, the landlord shall give the tenant notice in writing that:**

26 **“(A) The tenancy will terminate upon reaching the expiration date**
27 **of the fixed term; or**

28 **“(B) The tenant may renew the tenancy for a fixed term by giving**
29 **the landlord notice in writing not less than 45 days prior to the speci-**
30 **fied ending date for the fixed term that the tenant desires to renew**

1 **the tenancy.**

2 **“(d) If the landlord fails to give the tenant notice as required under**
3 **paragraph (c) of this subsection and the tenant does not terminate the**
4 **tenancy under paragraph (b)(A) of this subsection, the fixed term**
5 **tenancy becomes a month-to-month tenancy without requiring further**
6 **notice upon reaching the specified ending date for the fixed term.**

7 *“(5) [Notwithstanding subsections (3)(c) and (4)(b) of this section,] The*
8 *landlord may terminate a month-to-month tenancy **under subsection***
9 ***(3)(c)(B) of this section** at any time by giving the tenant notice in writing*
10 *not less than [30] **90** days prior to the date designated in the notice for the*
11 *termination of the tenancy if:*

12 *“(a) *The dwelling unit is purchased separately from any other dwelling**
13 **unit;*]*

14 *“(b) *The landlord has accepted an offer to purchase the dwelling unit from**
15 **a person who intends in good faith to occupy the dwelling unit as the person’s**
16 **primary residence; and]**

17 *“(c) *The landlord has provided the notice, and written evidence of the offer**
18 **to purchase the dwelling unit, to the tenant not more than 120 days after ac-**
19 **cepting the offer to purchase.]**

20 **“(a) The landlord intends in good faith to convert the dwelling unit**
21 **to a use other than a residential use within a reasonable time.**

22 **“(b) The landlord intends in good faith to demolish the dwelling**
23 **unit within a reasonable time.**

24 **“(c) The landlord intends in good faith to undertake repairs or**
25 **renovations that will cause the dwelling unit to be unsafe or unfit for**
26 **occupancy during the repairs or renovations. If a landlord terminates**
27 **a tenancy pursuant to this paragraph, after the repairs or renovations**
28 **are complete and the dwelling unit is safe and lawful to occupy, the**
29 **landlord must offer the tenant the option to enter into a new rental**
30 **agreement before offering the dwelling unit for rent to any other per-**

1 son.

2 “(d) The dwelling unit is unsafe or unfit for occupancy and the
3 landlord intends in good faith to undertake repairs within a reasonable
4 time to correct the condition of the dwelling unit. If a landlord ter-
5 minates a tenancy pursuant to this paragraph, after the repairs are
6 complete and the dwelling unit is safe and lawful to occupy, the land-
7 lord must offer the tenant the option to enter into a new rental
8 agreement before offering the dwelling unit for rent to any other per-
9 son.

10 “(e) The landlord has:

11 “(A) Accepted an offer to purchase the dwelling unit separately
12 from any other dwelling unit from a person who intends in good faith
13 to occupy the dwelling unit as the person’s primary residence; and

14 “(B) Provided the notice, and written evidence of the offer to pur-
15 chase the dwelling unit, to the tenant not more than 120 days after
16 accepting the offer to purchase.

17 “(f) The landlord has:

18 “(A) Listed the dwelling unit for sale;

19 “(B) Reasonably determined that the dwelling unit must be unoc-
20 cupied to facilitate the sale; and

21 “(C) Provided the tenant with a copy of the real estate listing for
22 the dwelling unit.

23 “(g)(A) The landlord intends in good faith for the landlord or a
24 member of the landlord’s immediate family to occupy the dwelling unit
25 as a primary residence; and

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

29 “(6) Notwithstanding subsection (5) of this section, the landlord
30 may terminate a month-to-month tenancy under subsection (3)(c)(B)

1 of this section at any time by giving the tenant notice in writing not
2 less than 30 days prior to the date designated in the notice for the
3 termination of the tenancy if the landlord:

4 “(a) Meets the requirements of subsection (5)(f) of this section; and

5 “(b) Gives the tenant notice in writing that the dwelling unit is
6 listed for sale within 14 days of listing the dwelling unit.

7 “(7)(a) A landlord that terminates a tenancy under an exception
8 described in subsection (5) or (6) of this section shall:

9 “(A) State in the notice given to terminate the tenancy the excep-
10 tion under which the tenancy is terminated and facts supporting the
11 exception; and

12 “(B) At the time the landlord gives the tenant the notice to termi-
13 nate the tenancy, pay the tenant an amount equal to one month’s
14 periodic rent.

15 “(b) The requirements of paragraph (a)(B) of this subsection do not
16 apply to a landlord of four or fewer dwelling units.

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

20 “(b) Notwithstanding paragraph (a) of this subsection, a landlord
21 or tenant may include in a notice of termination given under sub-
22 section (2), (3)(a) or (b), (4)(b) or (9) of this section an explanation of
23 the reason for the termination without having to prove the reason.
24 An explanation does not give the person receiving the notice of ter-
25 mination a right to cure the reason if the notice states that:

26 “(A) The notice is given without stated cause;

27 “(B) The recipient of the notice does not have a right to cure the
28 reason for the termination; and

29 “(C) The person giving the notice need not prove the reason for the
30 termination in a court action.

1 **“(9) If the tenancy is for occupancy in a dwelling unit that is lo-**
2 **cated in the same building or on the same property as the landlord’s**
3 **primary residence, and the building or the property contains not more**
4 **than two dwelling units, the landlord may terminate the tenancy:**

5 **“(a) At any time during the first year of occupancy by giving the**
6 **tenant notice in writing not less than 30 days prior to the date desig-**
7 **nated in the notice for the termination of the tenancy.**

8 **“(b) At any time after the first year of occupancy by giving the**
9 **tenant notice in writing not less than 60 days prior to the date desig-**
10 **nated in the notice for the termination of the tenancy.**

11 **“(10)(a) If a landlord terminates a tenancy in violation of subsection**
12 **(3)(c)(B), (5), (6) or (7) of this section:**

13 **“(A) The landlord shall be liable to the tenant in an amount equal**
14 **to three months’ rent in addition to actual damages suffered by the**
15 **tenant as a result of the tenancy termination; and**

16 **“(B) The tenant has a defense to an action for possession by the**
17 **landlord.**

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

22 **“[(6)] (11) The tenancy shall terminate on the date designated and without**
23 **regard to the expiration of the period for which, by the terms of the tenancy,**
24 **rents are to be paid. Unless otherwise agreed, rent is uniformly**
25 **apportionable from day to day.**

26 **“[(7)] (12) If the tenant remains in possession without the landlord’s**
27 **consent after expiration of the term of the rental agreement or its termi-**
28 **nation, the landlord may bring an action for possession. In addition, the**
29 **landlord may recover from the tenant any actual damages resulting from the**
30 **tenant holding over, including the value of any rent accruing from the ex-**

1 piration or termination of the rental agreement until the landlord knows or
2 should know that the tenant has relinquished possession to the landlord. If
3 the landlord consents to the tenant’s continued occupancy, ORS 90.220 (7)
4 applies.

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

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

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

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

15 “[(C) The person giving the notice need not prove the reason for the termi-
16 nation in a court action.]

17 “[(9)] **(13)** Subsections (2) to [(5)] **(10)** of this section do not apply to a
18 month-to-month tenancy subject to ORS 90.429 or other tenancy created by
19 a rental agreement subject to ORS 90.505 to 90.850.

20 “**SECTION 2.** Section 2, Chapter 53, Oregon Laws 2016, is amended to
21 read:

22 “**Sec. 2.** (1) If a tenancy is a week-to-week tenancy, the landlord may not
23 increase the rent without giving the tenant written notice at least seven days
24 prior to the effective date of the rent increase.

25 “(2) If a tenancy is a month-to-month tenancy, the landlord may not in-
26 crease the rent:

27 “(a) During the first year after the tenancy begins.

28 “(b) At any time after the first year of the tenancy without giving the
29 tenant written notice at least 90 days prior to the effective date of the rent
30 increase.

1 **“(c) On more than one occasion during any 12-month period.**

2 “(3) The notices required under this section must specify:

3 “(a) The amount of the rent increase;

4 “(b) The amount of the new rent; and

5 “(c) The date on which the increase becomes effective.

6 “(4) This section does not apply to tenancies governed by ORS 90.505 to
7 90.850.

8 **“SECTION 3.** ORS 90.600 is amended to read:

9 “90.600. (1) If a rental agreement is a month-to-month tenancy to which
10 ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

11 **“(a)** Unless the landlord gives notice in writing to each affected tenant
12 at least 90 days prior to the effective date of the rent increase specifying the
13 amount of the increase, the amount of the new rent and the date on which
14 the increase becomes effective.

15 **“(b) On more than one occasion during any 12-month period.**

16 “(2) This section does not create a right to increase rent that does not
17 otherwise exist.

18 “(3) This section does not require a landlord to compromise, justify or
19 reduce a rent increase that the landlord otherwise is entitled to impose.

20 “(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement
21 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental
22 agreement, create a basis for tenant challenge of a rent increase, judicially
23 or otherwise.

24 “(5)(a) The tenants who reside in a facility may elect one committee of
25 seven or fewer members in a facility-wide election to represent the tenants.
26 One tenant of record for each rented space may vote in the election. Upon
27 written request from the tenants’ committee, the landlord or a representative
28 of the landlord shall meet with the committee within 10 to 30 days of the
29 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
30 less the parties agree otherwise, upon a request from the tenants’ committee,

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

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

13 In line 2, delete “3” and insert “4”.

14 On page 9, line 40, delete “4” and insert “5”.

15 On page 10, delete lines 42 through 45 and delete pages 11 and 12.

16 On page 13, delete lines 1 through 3.

17 On page 14, line 24, before “90-day” insert “30-day or”.

18
