

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 15 and insert:

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

6 “90.427. (1) As used in this section[,]:

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

9 **“(b) ‘Immediate family’ means:**

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

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

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

15 **“(D) A child, grandchild, foster child, ward or guardian of any per-**
16 **son listed in subparagraph (A) or (B) of this paragraph.**

17 **“(2)** If a tenancy is a week-to-week tenancy, the landlord or the tenant
18 may terminate the tenancy by a written notice given to the other at least
19 10 days before the termination date specified in the notice.

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

21 **“(3) Except as provided in subsection (9) of this section, if a tenancy**

1 **is a month-to-month tenancy:**

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

5 “(b)(A) **Except as provided in subparagraph (B) of this paragraph,**
6 at any time during the first year of occupancy, the landlord may terminate
7 the tenancy by giving the tenant notice in writing not less than 30 days prior
8 to the date designated in the notice for the termination of the tenancy.

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

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

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

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

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

28 “(c) **At any time after the first year of occupancy, the landlord may**
29 **terminate the tenancy only:**

30 “(A) **For cause and with notice as described in ORS 86.782 (6)(c),**

1 **90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or**

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

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

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

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

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

14 **“(B) The landlord may terminate the tenancy only for cause and**
15 **with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,**
16 **90.396, 90.398, 90.405, 90.440 or 90.445.**

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

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

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

25 **“(d) Unless the terms of the rental agreement provide otherwise, if**
26 **the landlord fails to give the tenant notice as required under para-**
27 **graph (c) of this subsection and the tenant does not terminate the**
28 **tenancy under paragraph (b)(A) of this subsection, the fixed term**
29 **tenancy terminates without requiring further notice upon reaching the**
30 **specified ending date for the fixed term.**

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

6 “*[(a) The dwelling unit is purchased separately from any other dwelling*
7 *unit;]*

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

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

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

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

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

26 “(d) **The dwelling unit is unsafe or unfit for occupancy and the**
27 **landlord intends in good faith to undertake repairs within a reasonable**
28 **time to correct the condition of the dwelling unit. If a landlord ter-**
29 **minates a tenancy pursuant to this paragraph, after the repairs are**
30 **complete and the dwelling unit is safe and lawful to occupy, the land-**

1 lord must offer the tenant the option to enter into a new rental
2 agreement before offering the dwelling unit for rent to any other per-
3 son.

4 “(e) The landlord has:

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

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

11 “(f) The landlord has:

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

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

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

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

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

23 “(6) Notwithstanding subsection (5) of this section, the landlord
24 may terminate a month-to-month tenancy under subsection (3)(c)(B)
25 of this section at any time by giving the tenant notice in writing not
26 less than 30 days prior to the date designated in the notice for the
27 termination of the tenancy if the landlord:

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

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

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

3 **“(A) State in the notice given to terminate the tenancy the excep-**
4 **tion under which the tenancy is terminated and facts supporting the**
5 **exception; and**

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

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

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

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

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

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

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

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

29 **“(a) At any time during the first year of occupancy by giving the**
30 **tenant notice in writing not less than 30 days prior to the date desig-**

1 **nated in the notice for the termination of the tenancy.**

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

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

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

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

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

16 **“[(6)] (11) The tenancy shall terminate on the date designated and without**
17 **regard to the expiration of the period for which, by the terms of the tenancy,**
18 **rents are to be paid. Unless otherwise agreed, rent is uniformly**
19 **apportionable from day to day.**

20 **“[(7)] (12) If the tenant remains in possession without the landlord’s**
21 **consent after expiration of the term of the rental agreement or its termi-**
22 **nation, the landlord may bring an action for possession. In addition, the**
23 **landlord may recover from the tenant any actual damages resulting from the**
24 **tenant holding over, including the value of any rent accruing from the ex-**
25 **piration or termination of the rental agreement until the landlord knows or**
26 **should know that the tenant has relinquished possession to the landlord. If**
27 **the landlord consents to the tenant’s continued occupancy, ORS 90.220 (7)**
28 **applies.**

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

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

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

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

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

11 “[(9)] **(13)** Subsections (2) to [(5)] **(10)** of this section do not apply to a
12 month-to-month tenancy subject to ORS 90.429 or other tenancy created by
13 a rental agreement subject to ORS 90.505 to 90.850.

14 “**SECTION 2.** ORS 90.427, as amended by section 1 of this 2017 Act, is
15 amended to read:

16 “90.427. (1) As used in this section, **‘first year of occupancy’ includes**
17 **all periods in which any of the tenants has resided in the dwelling unit**
18 **for one year or less.[:]**

19 “[(a) ‘First year of occupancy’ includes all periods in which any of the
20 tenants has resided in the dwelling unit for one year or less.]

21 “[(b) ‘Immediate family’ means:]

22 “[(A) An adult person related by blood, adoption, marriage or domestic
23 partnership, as defined in ORS 106.310, or as defined or described in similar
24 law in another jurisdiction;]

25 “[(B) An unmarried parent of a joint child;]

26 “[(C) A child, grandchild, foster child, ward or guardian; or]

27 “[(D) A child, grandchild, foster child, ward or guardian of any person
28 listed in subparagraph (A) or (B) of this paragraph.]

29 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant
30 may terminate the tenancy by a written notice given to the other at least

1 10 days before the termination date specified in the notice.

2 “(3) *[Except as provided in subsection (9) of this section,]* If a tenancy is
3 a month-to-month tenancy:

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

7 “(b)[(A)] *[Except as provided in subparagraph (B) of this paragraph,]* At
8 any time during the first year of occupancy, the landlord may terminate the
9 tenancy by giving the tenant 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 landlord may not terminate a tenancy under this paragraph within*
12 *60 days of receiving a request from the tenant for repairs that are necessary*
13 *to correct a violation of the building, health or housing code or to correct an*
14 *unhabitable condition, as described in ORS 90.320.]*

15 “(c) At any time after the first year of occupancy, the landlord may ter-
16 minate the tenancy **by giving the tenant notice in writing not less than**
17 **60 days prior to the date designated in the notice for the termination**
18 **of the tenancy.** *[only:]*

19 “[A] *For cause and with notice as described in ORS 86.782 (6)(c), 90.380*
20 *(5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]*

21 “[B] *Under an exception and with notice as described in subsection (5) or*
22 *(6) of this section.]*

23 “[4] *Except as provided in subsection (9) of this section, if a tenancy is a*
24 *fixed term tenancy:]*

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

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

1 **not less than 30 days prior to the date designated in the notice for the**
2 **termination of the tenancy, whichever is later.**

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

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

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

11 *“(A) The tenant may terminate the tenancy without cause by giving the*
12 *landlord notice in writing not less than 30 days prior to the specified ending*
13 *date for the fixed term or not less than 30 days prior to the date designated*
14 *in the notice for the termination of the tenancy, whichever is later.]*

15 *“(B) The landlord may terminate the tenancy only for cause and with no-*
16 *tice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398,*
17 *90.405, 90.440 or 90.445.]*

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

20 *“(A) The tenancy will terminate upon reaching the expiration date of the*
21 *fixed term; or]*

22 *“(B) The tenant may renew the tenancy for a fixed term by giving the*
23 *landlord notice in writing not less than 45 days prior to the specified ending*
24 *date for the fixed term that the tenant desires to renew the tenancy.]*

25 *“(d) Unless the terms of the rental agreement provide otherwise, if the*
26 *landlord fails to give the tenant notice as required under paragraph (c) of this*
27 *subsection and the tenant does not terminate the tenancy under paragraph*
28 *(b)(A) of this subsection, the fixed term tenancy terminates without requiring*
29 *further notice upon reaching the specified ending date for the fixed term.]*

30 **“(5) Notwithstanding subsections (3)(c) and (4)(b) of this section, the**

1 landlord may terminate a month-to-month tenancy [*under subsection (3)(c)(B)*
2 *of this section*] at any time by giving the tenant notice in writing not less
3 than [90] **30** days prior to the date designated in the notice for the termi-
4 nation of the tenancy if:

5 **“(a) The dwelling unit is purchased separately from any other**
6 **dwelling unit;**

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

10 **“(c) The landlord has provided the notice, and written evidence of**
11 **the offer to purchase the dwelling unit, to the tenant not more than**
12 **120 days after accepting the offer to purchase.**

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

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

17 *“(c) The landlord intends in good faith to undertake repairs or renovations*
18 *that will cause the dwelling unit to be unsafe or unfit for occupancy during*
19 *the repairs or renovations. If a landlord terminates a tenancy pursuant to this*
20 *paragraph, after the repairs or renovations are complete and the dwelling unit*
21 *is safe and lawful to occupy, the landlord must offer the tenant the option to*
22 *enter into a new rental agreement before offering the dwelling unit for rent to*
23 *any other person.]*

24 *“(d) The dwelling unit is unsafe or unfit for occupancy and the landlord*
25 *intends in good faith to undertake repairs within a reasonable time to correct*
26 *the condition of the dwelling unit. If a landlord terminates a tenancy pursuant*
27 *to this paragraph, after the repairs are complete and the dwelling unit is safe*
28 *and lawful to occupy, the landlord must offer the tenant the option to enter*
29 *into a new rental agreement before offering the dwelling unit for rent to any*
30 *other person.]*

1 “(e) *The landlord has:*]

2 “(A) *Accepted an offer to purchase the dwelling unit separately from any*
3 *other dwelling unit from a person who intends in good faith to occupy the*
4 *dwelling unit as the person’s primary residence; and]*

5 “(B) *Provided the notice, and written evidence of the offer to purchase the*
6 *dwelling unit, to the tenant not more than 120 days after accepting the offer*
7 *to purchase.]*

8 “(f) *The landlord has:*]

9 “(A) *Listed the dwelling unit for sale;*]

10 “(B) *Reasonably determined that the dwelling unit must be unoccupied to*
11 *facilitate the sale; and]*

12 “(C) *Provided the tenant with a copy of the real estate listing for the*
13 *dwelling unit.]*

14 “(g)(A) *The landlord intends in good faith for the landlord or a member*
15 *of the landlord’s immediate family to occupy the dwelling unit as a primary*
16 *residence; and]*

17 “(B) *The landlord does not own a comparable unit in the same building*
18 *that is available for occupancy at the same time that the tenant receives notice*
19 *to terminate the tenancy.]*

20 “(6) *Notwithstanding subsection (5) of this section, the landlord may ter-*
21 *minate a month-to-month tenancy under subsection (3)(c)(B) of this section at*
22 *any time by giving the tenant notice in writing not less than 30 days prior to*
23 *the date designated in the notice for the termination of the tenancy if the*
24 *landlord:]*

25 “(a) *Meets the requirements of subsection (5)(f) of this section; and]*

26 “(b) *Gives the tenant notice in writing that the dwelling unit is listed for*
27 *sale within 14 days of listing the dwelling unit.]*

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

30 “(A) *State in the notice given to terminate the tenancy the exception under*

1 *which the tenancy is terminated and facts supporting the exception; and]*

2 *“[(B) At the time the landlord gives the tenant the notice to terminate the*
3 *tenancy, pay the tenant an amount equal to one month’s periodic rent.]*

4 *“[(b) The requirements of paragraph (a)(B) of this subsection do not apply*
5 *to a landlord of four or fewer dwelling units.]*

6 *“[(8)(a) A notice given to terminate a tenancy under subsection (2), (3)(a)*
7 *or (b), (4)(b) or (9) of this section need not state a reason for the*
8 *termination.]*

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

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

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

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

20 *“[(9) If the tenancy is for occupancy in a dwelling unit that is located in*
21 *the same building or on the same property as the landlord’s primary residence,*
22 *and the building or the property contains not more than two dwelling units,*
23 *the landlord may terminate the tenancy:]*

24 *“[(a) At any time during the first year of occupancy by giving the tenant*
25 *notice in writing not less than 30 days prior to the date designated in the no-*
26 *tice for the termination of the tenancy.]*

27 *“[(b) At any time after the first year of occupancy by giving the tenant no-*
28 *tice in writing not less than 60 days prior to the date designated in the notice*
29 *for the termination of the tenancy.]*

30 *“[(10)(a) If a landlord terminates a tenancy in violation of subsection*

1 (3)(c)(B), (4)(c), (5), (6) or (7) of this section:]

2 “[A] *The landlord shall be liable to the tenant in an amount equal to three*
3 *months’ rent in addition to actual damages suffered by the tenant as a result*
4 *of the tenancy termination; and]*

5 “[B] *The tenant has a defense to an action for possession by the*
6 *landlord.*]

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

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

15 “[12] **(7)** If the tenant remains in possession without the landlord’s
16 consent after expiration of the term of the rental agreement or its termi-
17 nation, the landlord may bring an action for possession. In addition, the
18 landlord may recover from the tenant any actual damages resulting from the
19 tenant holding over, including the value of any rent accruing from the ex-
20 piration or termination of the rental agreement until the landlord knows or
21 should know that the tenant has relinquished possession to the landlord. If
22 the landlord consents to the tenant’s continued occupancy, ORS 90.220 (7)
23 applies.

24 **“(8)(a) A notice given to terminate a tenancy under subsection (2)**
25 **or (3) of this section need not state a reason for the termination.**

26 **“(b) Notwithstanding paragraph (a) of this subsection, a landlord**
27 **or tenant may include in a notice of termination given under sub-**
28 **section (2) or (3) of this section an explanation of the reason for the**
29 **termination without having to prove the reason. An explanation does**
30 **not give the person receiving the notice of termination a right to cure**

1 **the reason if the notice states that:**

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

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

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

7 “[13] (9) Subsections (2) to [(10)] (5) of this section do not apply to a
8 month-to-month tenancy subject to ORS 90.429 or other tenancy created by
9 a rental agreement subject to ORS 90.505 to 90.850.

10 **“SECTION 3.** Section 2, chapter 53, Oregon Laws 2016, is amended to
11 read:

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

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

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

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

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

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

23 **“(a)** The amount of the rent increase;

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

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

26 **“(4)** This section does not apply to tenancies governed by ORS 90.505 to
27 90.850.

28 **“SECTION 4.** Section 2, chapter 53, Oregon Laws 2016, as amended by
29 section 3 of this 2017 Act, is amended to read:

30 **“Sec. 2.** (1) If a tenancy is a week-to-week tenancy, the landlord may not

1 increase the rent without giving the tenant written notice at least seven days
2 prior to the effective date of the rent increase.

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

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

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

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

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

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

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

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

14 “(4) This section does not apply to tenancies governed by ORS 90.505 to
15 90.850.

16 **“SECTION 5.** ORS 90.600 is amended to read:

17 “90.600. (1) If a rental agreement is a month-to-month tenancy to which
18 ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

19 “(a) Unless the landlord gives notice in writing to each affected tenant
20 at least 90 days prior to the effective date of the rent increase specifying the
21 amount of the increase, the amount of the new rent and the date on which
22 the increase becomes effective.

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

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

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

28 “(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement
29 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental
30 agreement, create a basis for tenant challenge of a rent increase, judicially

1 or otherwise.

2 “(5)(a) The tenants who reside in a facility may elect one committee of
3 seven or fewer members in a facility-wide election to represent the tenants.
4 One tenant of record for each rented space may vote in the election. Upon
5 written request from the tenants’ committee, the landlord or a representative
6 of the landlord shall meet with the committee within 10 to 30 days of the
7 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
8 less the parties agree otherwise, upon a request from the tenants’ committee,
9 a landlord or representative of the landlord shall meet with the tenants’
10 committee at least once, but not more than twice, each calendar year. The
11 meeting shall be held on the premises if the facility has suitable meeting
12 space for that purpose, or at a location reasonably convenient to the tenants.
13 After the meeting, the tenants’ committee shall send a written summary of
14 the issues and concerns addressed at the meeting to the landlord. The land-
15 lord or the landlord’s representative shall make a good faith response in
16 writing to the committee’s summary within 60 days.

17 “(b) The tenants’ committee is entitled to informal dispute resolution in
18 accordance with ORS 446.547 if the landlord or landlord’s representative fails
19 to meet with the tenants’ committee or fails to respond in good faith to the
20 written summary as required by paragraph (a) of this subsection.

21 **“SECTION 6.** ORS 90.600, as amended by section 5 of this 2017 Act, is
22 amended to read:

23 “90.600. (1) If a rental agreement is a month-to-month tenancy to which
24 ORS 90.505 to 90.850 apply, the landlord may not increase the rent[:]

25 “[*(a)*] unless the landlord gives notice in writing to each affected tenant
26 at least 90 days prior to the effective date of the rent increase specifying the
27 amount of the increase, the amount of the new rent and the date on which
28 the increase becomes effective.

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

30 “(2) This section does not create a right to increase rent that does not

1 otherwise exist.

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

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

8 “(5)(a) The tenants who reside in a facility may elect one committee of
9 seven or fewer members in a facility-wide election to represent the tenants.
10 One tenant of record for each rented space may vote in the election. Upon
11 written request from the tenants’ committee, the landlord or a representative
12 of the landlord shall meet with the committee within 10 to 30 days of the
13 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
14 less the parties agree otherwise, upon a request from the tenants’ committee,
15 a landlord or representative of the landlord shall meet with the tenants’
16 committee at least once, but not more than twice, each calendar year. The
17 meeting shall be held on the premises if the facility has suitable meeting
18 space for that purpose, or at a location reasonably convenient to the tenants.
19 After the meeting, the tenants’ committee shall send a written summary of
20 the issues and concerns addressed at the meeting to the landlord. The land-
21 lord or the landlord’s representative shall make a good faith response in
22 writing to the committee’s summary within 60 days.

23 “(b) The tenants’ committee is entitled to informal dispute resolution in
24 accordance with ORS 446.547 if the landlord or landlord’s representative fails
25 to meet with the tenants’ committee or fails to respond in good faith to the
26 written summary as required by paragraph (a) of this subsection.

27 **“SECTION 7.** ORS 90.100 is amended to read:

28 “90.100. As used in this chapter, unless the context otherwise requires:

29 “(1) ‘Accessory building or structure’ means any portable, demountable
30 or permanent structure, including but not limited to cabanas, ramadas,

1 storage sheds, garages, awnings, carports, decks, steps, ramps, piers and
2 pilings, that is:

3 “(a) Owned and used solely by a tenant of a manufactured dwelling or
4 floating home; or

5 “(b) Provided pursuant to a written rental agreement for the sole use of
6 and maintenance by a tenant of a manufactured dwelling or floating home.

7 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and
8 any other proceeding in which rights are determined, including an action for
9 possession.

10 “(3) ‘Applicant screening charge’ means any payment of money required
11 by a landlord of an applicant prior to entering into a rental agreement with
12 that applicant for a residential dwelling unit, the purpose of which is to pay
13 the cost of processing an application for a rental agreement for a residential
14 dwelling unit.

15 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
16 mental regulation concerning fitness for habitation, or the construction,
17 maintenance, operation, occupancy, use or appearance of any premises or
18 dwelling unit.

19 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
20 105.836.

21 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
22 105.836.

23 “(7) ‘Conduct’ means the commission of an act or the failure to act.

24 “(8) ‘DBH’ means the diameter at breast height, which is measured as the
25 width of a standing tree at four and one-half feet above the ground on the
26 uphill side.

27 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-
28 tributing new or used manufactured dwellings or floating homes to persons
29 who purchase or lease a manufactured dwelling or floating home for use as
30 a residence.

1 “(10) ‘Domestic violence’ means:

2 “(a) Abuse between family or household members, as those terms are de-
3 fined in ORS 107.705; or

4 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
5 lationship.

6 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
7 ORS 90.243.

8 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
9 used as a home, residence or sleeping place by one person who maintains a
10 household or by two or more persons who maintain a common household.
11 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
12 dwelling or recreational vehicle or regarding a person who rents moorage
13 space for a floating home as defined in ORS 830.700, but does not rent the
14 home, means the space rented and not the manufactured dwelling, recre-
15 ational vehicle or floating home itself.

16 “(13) ‘Essential service’ means:

17 “(a) For a tenancy not consisting of rental space for a manufactured
18 dwelling, floating home or recreational vehicle owned by the tenant and not
19 otherwise subject to ORS 90.505 to 90.850:

20 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light
21 fixtures, locks for exterior doors, latches for windows and any cooking ap-
22 pliance or refrigerator supplied or required to be supplied by the landlord;
23 and

24 “(B) Any other service or habitability obligation imposed by the rental
25 agreement or ORS 90.320, the lack or violation of which creates a serious
26 threat to the tenant’s health, safety or property or makes the dwelling unit
27 unfit for occupancy.

28 “(b) For a tenancy consisting of rental space for a manufactured dwelling,
29 floating home or recreational vehicle owned by the tenant or that is other-
30 wise subject to ORS 90.505 to 90.850:

1 “(A) Sewage disposal, water supply, electrical supply and, if required by
2 applicable law, any drainage system; and

3 “(B) Any other service or habitability obligation imposed by the rental
4 agreement or ORS 90.730, the lack or violation of which creates a serious
5 threat to the tenant’s health, safety or property or makes the rented space
6 unfit for occupancy.

7 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

8 “(15) ‘Fee’ means a nonrefundable payment of money.

9 “(16) ‘First class mail’ does not include certified or registered mail, or any
10 other form of mail that may delay or hinder actual delivery of mail to the
11 recipient.

12 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of ex-
13 istence, continuing to a specific ending date and terminating on that date
14 without requiring further notice to effect the termination.

15 “(18) ‘Floating home’ has the meaning given that term in ORS 830.700.
16 ‘Floating home’ includes an accessory building or structure.

17 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction
18 concerned.

19 “(20) ‘Hazard tree’ means a tree that:

20 “(a) Is located on a rented space in a manufactured dwelling park;

21 “(b) Measures at least eight inches DBH; and

22 “(c) Is considered, by an arborist licensed as a landscape construction
23 professional pursuant to ORS 671.560 and certified by the International So-
24 ciety of Arboriculture, to pose an unreasonable risk of causing serious
25 physical harm or damage to individuals or property in the near future.

26 “(21) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.

27 “(22) ‘Informal dispute resolution’ means, but is not limited to, consulta-
28 tion between the landlord or landlord’s agent and one or more tenants, or
29 mediation utilizing the services of a third party.

30 “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit

1 or the building or premises of which it is a part. 'Landlord' includes a per-
2 son who is authorized by the owner, lessor or sublessor to manage the
3 premises or to enter into a rental agreement.

4 "(24) 'Landlord's agent' means a person who has oral or written authority,
5 either express or implied, to act for or on behalf of a landlord.

6 "(25) 'Last month's rent deposit' means a type of security deposit, however
7 designated, the primary function of which is to secure the payment of rent
8 for the last month of the tenancy.

9 "(26) 'Manufactured dwelling' means a residential trailer, a mobile home
10 or a manufactured home as those terms are defined in ORS 446.003. 'Manu-
11 factured dwelling' includes an accessory building or structure. 'Manufactured
12 dwelling' does not include a recreational vehicle.

13 "(27) 'Manufactured dwelling park' means a place where four or more
14 manufactured dwellings are located, the primary purpose of which is to rent
15 space or keep space for rent to any person for a charge or fee.

16 "(28) 'Marina' means a moorage of contiguous dwelling units that may
17 be legally transferred as a single unit and are owned by one person where
18 four or more floating homes are secured, the primary purpose of which is to
19 rent space or keep space for rent to any person for a charge or fee.

20 "(29) 'Marina purchase association' means a group of three or more ten-
21 ants who reside in a marina and have organized for the purpose of eventual
22 purchase of the marina.

23 "(30) 'Month-to-month tenancy' means a tenancy that automatically re-
24 news and continues for successive monthly periods on the same terms and
25 conditions originally agreed to, or as revised by the parties, until terminated
26 by one or both of the parties.

27 "(31) 'Organization' includes a corporation, government, governmental
28 subdivision or agency, business trust, estate, trust, partnership or associ-
29 ation, two or more persons having a joint or common interest, and any other
30 legal or commercial entity.

1 “(32) ‘Owner’ includes a mortgagee in possession and means one or more
2 persons, jointly or severally, in whom is vested:

3 “(a) All or part of the legal title to property; or

4 “(b) All or part of the beneficial ownership and a right to present use and
5 enjoyment of the premises.

6 “(33) ‘Person’ includes an individual or organization.

7 “(34) ‘Premises’ means:

8 “(a) A dwelling unit and the structure of which it is a part and facilities
9 and appurtenances therein;

10 “(b) Grounds, areas and facilities held out for the use of tenants generally
11 or the use of which is promised to the tenant; and

12 “(c) A facility for manufactured dwellings or floating homes.

13 “(35) ‘Prepaid rent’ means any payment of money to the landlord for a
14 rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
15 a period extending beyond a termination date.

16 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS
17 446.003.

18 “(37) ‘Rent’ means any payment to be made to the landlord under the
19 rental agreement, periodic or otherwise, in exchange for the right of a tenant
20 and any permitted pet to occupy a dwelling unit to the exclusion of others
21 and to use the premises. ‘Rent’ does not include security deposits, fees or
22 utility or service charges as described in ORS 90.315 (4) and 90.532.

23 “(38) ‘Rental agreement’ means all agreements, written or oral, and valid
24 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the
25 terms and conditions concerning the use and occupancy of a dwelling unit
26 and premises. ‘Rental agreement’ includes a lease. A rental agreement shall
27 be either a week-to-week tenancy, month-to-month tenancy or fixed term
28 tenancy.

29 “(39) ‘Roomer’ means a person occupying a dwelling unit that does not
30 include a toilet and either a bathtub or a shower and a refrigerator, stove

1 and kitchen, all provided by the landlord, and where one or more of these
2 facilities are used in common by occupants in the structure.

3 “(40) ‘Screening or admission criteria’ means a written statement of any
4 factors a landlord considers in deciding whether to accept or reject an ap-
5 plicant and any qualifications required for acceptance. ‘Screening or admis-
6 sion criteria’ includes, but is not limited to, the rental history, character
7 references, public records, criminal records, credit reports, credit references
8 and incomes or resources of the applicant.

9 “(41) ‘Security deposit’ means a refundable payment or deposit of money,
10 however designated, the primary function of which is to secure the perform-
11 ance of a rental agreement or any part of a rental agreement. ‘Security de-
12 posit’ does not include a fee.

13 “(42) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

14 “(43) ‘Squatter’ means a person occupying a dwelling unit who is not so
15 entitled under a rental agreement or who is not authorized by the tenant to
16 occupy that dwelling unit. ‘Squatter’ does not include a tenant who holds
17 over as described in ORS 90.427 [(7)] (12).

18 “(44) ‘Stalking’ means the behavior described in ORS 163.732.

19 “(45) ‘Statement of policy’ means the summary explanation of information
20 and facility policies to be provided to prospective and existing tenants under
21 ORS 90.510.

22 “(46) ‘Surrender’ means an agreement, express or implied, as described in
23 ORS 90.148 between a landlord and tenant to terminate a rental agreement
24 that gave the tenant the right to occupy a dwelling unit.

25 “(47) ‘Tenant’:

26 “(a) Except as provided in paragraph (b) of this subsection:

27 “(A) Means a person, including a roomer, entitled under a rental agree-
28 ment to occupy a dwelling unit to the exclusion of others, including a
29 dwelling unit owned, operated or controlled by a public housing authority.

30 “(B) Means a minor, as defined and provided for in ORS 109.697.

1 “(b) For purposes of ORS 90.505 to 90.850, means only a person who owns
2 and occupies as a residence a manufactured dwelling or a floating home in
3 a facility and persons residing with that tenant under the terms of the rental
4 agreement.

5 “(c) Does not mean a guest or temporary occupant.

6 “(48) ‘Transient lodging’ means a room or a suite of rooms.

7 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has
8 all of the following characteristics:

9 “(a) Occupancy is charged on a daily basis and is not collected more than
10 six days in advance;

11 “(b) The lodging operator provides maid and linen service daily or every
12 two days as part of the regularly charged cost of occupancy; and

13 “(c) The period of occupancy does not exceed 30 days.

14 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-
15 cluding transient occupancy in a hotel or motel, that has all of the following
16 characteristics:

17 “(a) The occupant rents the unit for vacation purposes only, not as a
18 principal residence;

19 “(b) The occupant has a principal residence other than at the unit; and

20 “(c) The period of authorized occupancy does not exceed 45 days.

21 “(51) ‘Victim’ means:

22 “(a) The person against whom an incident related to domestic violence,
23 sexual assault or stalking is perpetrated; or

24 “(b) The parent or guardian of a minor household member against whom
25 an incident related to domestic violence, sexual assault or stalking is per-
26 petrated, unless the parent or guardian is the perpetrator.

27 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-
28 ing characteristics:

29 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
30 quently than every seven days;

1 “(b) There is a written rental agreement that defines the landlord’s and
2 the tenant’s rights and responsibilities under this chapter; and

3 “(c) There are no fees or security deposits, although the landlord may
4 require the payment of an applicant screening charge, as provided in ORS
5 90.295.

6 **“SECTION 8.** ORS 90.100, as amended by section 7 of this 2017 Act, is
7 amended to read:

8 “90.100. As used in this chapter, unless the context otherwise requires:

9 “(1) ‘Accessory building or structure’ means any portable, demountable
10 or permanent structure, including but not limited to cabanas, ramadas,
11 storage sheds, garages, awnings, carports, decks, steps, ramps, piers and
12 pilings, that is:

13 “(a) Owned and used solely by a tenant of a manufactured dwelling or
14 floating home; or

15 “(b) Provided pursuant to a written rental agreement for the sole use of
16 and maintenance by a tenant of a manufactured dwelling or floating home.

17 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and
18 any other proceeding in which rights are determined, including an action for
19 possession.

20 “(3) ‘Applicant screening charge’ means any payment of money required
21 by a landlord of an applicant prior to entering into a rental agreement with
22 that applicant for a residential dwelling unit, the purpose of which is to pay
23 the cost of processing an application for a rental agreement for a residential
24 dwelling unit.

25 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
26 mental regulation concerning fitness for habitation, or the construction,
27 maintenance, operation, occupancy, use or appearance of any premises or
28 dwelling unit.

29 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
30 105.836.

1 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
2 105.836.

3 “(7) ‘Conduct’ means the commission of an act or the failure to act.

4 “(8) ‘DBH’ means the diameter at breast height, which is measured as the
5 width of a standing tree at four and one-half feet above the ground on the
6 uphill side.

7 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-
8 tributing new or used manufactured dwellings or floating homes to persons
9 who purchase or lease a manufactured dwelling or floating home for use as
10 a residence.

11 “(10) ‘Domestic violence’ means:

12 “(a) Abuse between family or household members, as those terms are de-
13 fined in ORS 107.705; or

14 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
15 lationship.

16 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
17 ORS 90.243.

18 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
19 used as a home, residence or sleeping place by one person who maintains a
20 household or by two or more persons who maintain a common household.
21 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
22 dwelling or recreational vehicle or regarding a person who rents moorage
23 space for a floating home as defined in ORS 830.700, but does not rent the
24 home, means the space rented and not the manufactured dwelling, recre-
25 ational vehicle or floating home itself.

26 “(13) ‘Essential service’ means:

27 “(a) For a tenancy not consisting of rental space for a manufactured
28 dwelling, floating home or recreational vehicle owned by the tenant and not
29 otherwise subject to ORS 90.505 to 90.850:

30 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light

1 fixtures, locks for exterior doors, latches for windows and any cooking ap-
2 pliance or refrigerator supplied or required to be supplied by the landlord;
3 and

4 “(B) Any other service or habitability obligation imposed by the rental
5 agreement or ORS 90.320, the lack or violation of which creates a serious
6 threat to the tenant’s health, safety or property or makes the dwelling unit
7 unfit for occupancy.

8 “(b) For a tenancy consisting of rental space for a manufactured dwelling,
9 floating home or recreational vehicle owned by the tenant or that is other-
10 wise subject to ORS 90.505 to 90.850:

11 “(A) Sewage disposal, water supply, electrical supply and, if required by
12 applicable law, any drainage system; and

13 “(B) Any other service or habitability obligation imposed by the rental
14 agreement or ORS 90.730, the lack or violation of which creates a serious
15 threat to the tenant’s health, safety or property or makes the rented space
16 unfit for occupancy.

17 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

18 “(15) ‘Fee’ means a nonrefundable payment of money.

19 “(16) ‘First class mail’ does not include certified or registered mail, or any
20 other form of mail that may delay or hinder actual delivery of mail to the
21 recipient.

22 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of ex-
23 istence, continuing to a specific ending date and terminating on that date
24 without requiring further notice to effect the termination.

25 “(18) ‘Floating home’ has the meaning given that term in ORS 830.700.
26 ‘Floating home’ includes an accessory building or structure.

27 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction
28 concerned.

29 “(20) ‘Hazard tree’ means a tree that:

30 “(a) Is located on a rented space in a manufactured dwelling park;

1 “(b) Measures at least eight inches DBH; and

2 “(c) Is considered, by an arborist licensed as a landscape construction
3 professional pursuant to ORS 671.560 and certified by the International So-
4 ciety of Arboriculture, to pose an unreasonable risk of causing serious
5 physical harm or damage to individuals or property in the near future.

6 “(21) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.

7 “(22) ‘Informal dispute resolution’ means, but is not limited to, consulta-
8 tion between the landlord or landlord’s agent and one or more tenants, or
9 mediation utilizing the services of a third party.

10 “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit
11 or the building or premises of which it is a part. ‘Landlord’ includes a per-
12 son who is authorized by the owner, lessor or sublessor to manage the
13 premises or to enter into a rental agreement.

14 “(24) ‘Landlord’s agent’ means a person who has oral or written authority,
15 either express or implied, to act for or on behalf of a landlord.

16 “(25) ‘Last month’s rent deposit’ means a type of security deposit, however
17 designated, the primary function of which is to secure the payment of rent
18 for the last month of the tenancy.

19 “(26) ‘Manufactured dwelling’ means a residential trailer, a mobile home
20 or a manufactured home as those terms are defined in ORS 446.003. ‘Manu-
21 factured dwelling’ includes an accessory building or structure. ‘Manufactured
22 dwelling’ does not include a recreational vehicle.

23 “(27) ‘Manufactured dwelling park’ means a place where four or more
24 manufactured dwellings are located, the primary purpose of which is to rent
25 space or keep space for rent to any person for a charge or fee.

26 “(28) ‘Marina’ means a moorage of contiguous dwelling units that may
27 be legally transferred as a single unit and are owned by one person where
28 four or more floating homes are secured, the primary purpose of which is to
29 rent space or keep space for rent to any person for a charge or fee.

30 “(29) ‘Marina purchase association’ means a group of three or more ten-

1 ants who reside in a marina and have organized for the purpose of eventual
2 purchase of the marina.

3 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-
4 news and continues for successive monthly periods on the same terms and
5 conditions originally agreed to, or as revised by the parties, until terminated
6 by one or both of the parties.

7 “(31) ‘Organization’ includes a corporation, government, governmental
8 subdivision or agency, business trust, estate, trust, partnership or associ-
9 ation, two or more persons having a joint or common interest, and any other
10 legal or commercial entity.

11 “(32) ‘Owner’ includes a mortgagee in possession and means one or more
12 persons, jointly or severally, in whom is vested:

13 “(a) All or part of the legal title to property; or

14 “(b) All or part of the beneficial ownership and a right to present use and
15 enjoyment of the premises.

16 “(33) ‘Person’ includes an individual or organization.

17 “(34) ‘Premises’ means:

18 “(a) A dwelling unit and the structure of which it is a part and facilities
19 and appurtenances therein;

20 “(b) Grounds, areas and facilities held out for the use of tenants generally
21 or the use of which is promised to the tenant; and

22 “(c) A facility for manufactured dwellings or floating homes.

23 “(35) ‘Prepaid rent’ means any payment of money to the landlord for a
24 rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
25 a period extending beyond a termination date.

26 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS
27 446.003.

28 “(37) ‘Rent’ means any payment to be made to the landlord under the
29 rental agreement, periodic or otherwise, in exchange for the right of a tenant
30 and any permitted pet to occupy a dwelling unit to the exclusion of others

1 and to use the premises. 'Rent' does not include security deposits, fees or
2 utility or service charges as described in ORS 90.315 (4) and 90.532.

3 "(38) 'Rental agreement' means all agreements, written or oral, and valid
4 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the
5 terms and conditions concerning the use and occupancy of a dwelling unit
6 and premises. 'Rental agreement' includes a lease. A rental agreement shall
7 be either a week-to-week tenancy, month-to-month tenancy or fixed term
8 tenancy.

9 "(39) 'Roomer' means a person occupying a dwelling unit that does not
10 include a toilet and either a bathtub or a shower and a refrigerator, stove
11 and kitchen, all provided by the landlord, and where one or more of these
12 facilities are used in common by occupants in the structure.

13 "(40) 'Screening or admission criteria' means a written statement of any
14 factors a landlord considers in deciding whether to accept or reject an ap-
15 plicant and any qualifications required for acceptance. 'Screening or admis-
16 sion criteria' includes, but is not limited to, the rental history, character
17 references, public records, criminal records, credit reports, credit references
18 and incomes or resources of the applicant.

19 "(41) 'Security deposit' means a refundable payment or deposit of money,
20 however designated, the primary function of which is to secure the perform-
21 ance of a rental agreement or any part of a rental agreement. 'Security de-
22 posit' does not include a fee.

23 "(42) 'Sexual assault' has the meaning given that term in ORS 147.450.

24 "(43) 'Squatter' means a person occupying a dwelling unit who is not so
25 entitled under a rental agreement or who is not authorized by the tenant to
26 occupy that dwelling unit. 'Squatter' does not include a tenant who holds
27 over as described in ORS 90.427 [(12)] (7).

28 "(44) 'Stalking' means the behavior described in ORS 163.732.

29 "(45) 'Statement of policy' means the summary explanation of information
30 and facility policies to be provided to prospective and existing tenants under

1 ORS 90.510.

2 “(46) ‘Surrender’ means an agreement, express or implied, as described in
3 ORS 90.148 between a landlord and tenant to terminate a rental agreement
4 that gave the tenant the right to occupy a dwelling unit.

5 “(47) ‘Tenant’:

6 “(a) Except as provided in paragraph (b) of this subsection:

7 “(A) Means a person, including a roomer, entitled under a rental agree-
8 ment to occupy a dwelling unit to the exclusion of others, including a
9 dwelling unit owned, operated or controlled by a public housing authority.

10 “(B) Means a minor, as defined and provided for in ORS 109.697.

11 “(b) For purposes of ORS 90.505 to 90.850, means only a person who owns
12 and occupies as a residence a manufactured dwelling or a floating home in
13 a facility and persons residing with that tenant under the terms of the rental
14 agreement.

15 “(c) Does not mean a guest or temporary occupant.

16 “(48) ‘Transient lodging’ means a room or a suite of rooms.

17 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has
18 all of the following characteristics:

19 “(a) Occupancy is charged on a daily basis and is not collected more than
20 six days in advance;

21 “(b) The lodging operator provides maid and linen service daily or every
22 two days as part of the regularly charged cost of occupancy; and

23 “(c) The period of occupancy does not exceed 30 days.

24 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-
25 cluding transient occupancy in a hotel or motel, that has all of the following
26 characteristics:

27 “(a) The occupant rents the unit for vacation purposes only, not as a
28 principal residence;

29 “(b) The occupant has a principal residence other than at the unit; and

30 “(c) The period of authorized occupancy does not exceed 45 days.

1 “(51) ‘Victim’ means:

2 “(a) The person against whom an incident related to domestic violence,
3 sexual assault or stalking is perpetrated; or

4 “(b) The parent or guardian of a minor household member against whom
5 an incident related to domestic violence, sexual assault or stalking is per-
6 petrated, unless the parent or guardian is the perpetrator.

7 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-
8 ing characteristics:

9 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
10 quently than every seven days;

11 “(b) There is a written rental agreement that defines the landlord’s and
12 the tenant’s rights and responsibilities under this chapter; and

13 “(c) There are no fees or security deposits, although the landlord may
14 require the payment of an applicant screening charge, as provided in ORS
15 90.295.

16 **“SECTION 9.** ORS 90.220, as amended by section 3, chapter 53, Oregon
17 Laws 2016, is amended to read:

18 “90.220. (1) A landlord and a tenant may include in a rental agreement
19 terms and conditions not prohibited by this chapter or other rule of law in-
20 cluding rent, term of the agreement and other provisions governing the
21 rights and obligations of the parties.

22 “(2) The terms of a fixed term tenancy, including the amount of rent, may
23 not be unilaterally amended by the landlord or tenant.

24 “(3) The landlord shall provide the tenant with a copy of any written
25 rental agreement and all amendments and additions thereto.

26 “(4) Except as provided in this subsection, the rental agreement must in-
27 clude a disclosure of the smoking policy for the premises that complies with
28 ORS 479.305. A disclosure of smoking policy is not required in a rental
29 agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
30 in ORS 90.100.

1 “(5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to
2 which ORS 90.100 to 90.465 apply may include in the rental agreement a
3 provision for informal dispute resolution.

4 “(6) In absence of agreement, the tenant shall pay as rent the fair rental
5 value for the use and occupancy of the dwelling unit.

6 “(7) Except as otherwise provided by this chapter:

7 “(a) Rent is payable without demand or notice at the time and place
8 agreed upon by the parties. Unless otherwise agreed, rent is payable at the
9 dwelling unit, periodic rent is payable at the beginning of any term of one
10 month or less and otherwise in equal monthly or weekly installments at the
11 beginning of each month or week, depending on whether the tenancy is
12 month-to-month or week-to-week. Rent may not be considered to be due prior
13 to the first day of each rental period. Rent increases must comply with the
14 provisions of section 2, chapter 53, Oregon Laws 2016.

15 “(b) If a rental agreement does not create a week-to-week tenancy, as de-
16 fined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-
17 to-month tenancy.

18 “(8) Except as provided by ORS 90.427 [(7)] (12), a tenant is responsible
19 for payment of rent until the earlier of:

20 “(a) The date that a notice terminating the tenancy expires;

21 “(b) The date that the tenancy terminates by its own terms;

22 “(c) The date that the tenancy terminates by surrender;

23 “(d) The date that the tenancy terminates as a result of the landlord
24 failing to use reasonable efforts to rent the dwelling unit to a new tenant
25 as provided under ORS 90.410 (3);

26 “(e) The date when a new tenancy with a new tenant begins;

27 “(f) Thirty days after delivery of possession without prior notice of ter-
28 mination of a month-to-month tenancy; or

29 “(g) Ten days after delivery of possession without prior notice of termi-
30 nation of a week-to-week tenancy.

1 “(9)(a) Notwithstanding a provision in a rental agreement regarding the
2 order of application of tenant payments, a landlord shall apply tenant pay-
3 ments in the following order:

4 “(A) Outstanding rent from prior rental periods;

5 “(B) Rent for the current rental period;

6 “(C) Utility or service charges;

7 “(D) Late rent payment charges; and

8 “(E) Fees or charges owed by the tenant under ORS 90.302 or other fees
9 or charges related to damage claims or other claims against the tenant.

10 “(b) This subsection does not apply to rental agreements subject to ORS
11 90.505 to 90.850.

12 **“SECTION 10.** ORS 90.220, as amended by section 3, chapter 53, Oregon
13 Laws 2016, and section 9 of this 2017 Act, is amended to read:

14 “90.220. (1) A landlord and a tenant may include in a rental agreement
15 terms and conditions not prohibited by this chapter or other rule of law in-
16 cluding rent, term of the agreement and other provisions governing the
17 rights and obligations of the parties.

18 “(2) The terms of a fixed term tenancy, including the amount of rent, may
19 not be unilaterally amended by the landlord or tenant.

20 “(3) The landlord shall provide the tenant with a copy of any written
21 rental agreement and all amendments and additions thereto.

22 “(4) Except as provided in this subsection, the rental agreement must in-
23 clude a disclosure of the smoking policy for the premises that complies with
24 ORS 479.305. A disclosure of smoking policy is not required in a rental
25 agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
26 in ORS 90.100.

27 “(5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to
28 which ORS 90.100 to 90.465 apply may include in the rental agreement a
29 provision for informal dispute resolution.

30 “(6) In absence of agreement, the tenant shall pay as rent the fair rental

1 value for the use and occupancy of the dwelling unit.

2 “(7) Except as otherwise provided by this chapter:

3 “(a) Rent is payable without demand or notice at the time and place
4 agreed upon by the parties. Unless otherwise agreed, rent is payable at the
5 dwelling unit, periodic rent is payable at the beginning of any term of one
6 month or less and otherwise in equal monthly or weekly installments at the
7 beginning of each month or week, depending on whether the tenancy is
8 month-to-month or week-to-week. Rent may not be considered to be due prior
9 to the first day of each rental period. Rent increases must comply with the
10 provisions of section 2, chapter 53, Oregon Laws 2016.

11 “(b) If a rental agreement does not create a week-to-week tenancy, as de-
12 fined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-
13 to-month tenancy.

14 “(8) Except as provided by ORS 90.427 [(12)] (7), a tenant is responsible
15 for payment of rent until the earlier of:

16 “(a) The date that a notice terminating the tenancy expires;

17 “(b) The date that the tenancy terminates by its own terms;

18 “(c) The date that the tenancy terminates by surrender;

19 “(d) The date that the tenancy terminates as a result of the landlord
20 failing to use reasonable efforts to rent the dwelling unit to a new tenant
21 as provided under ORS 90.410 (3);

22 “(e) The date when a new tenancy with a new tenant begins;

23 “(f) Thirty days after delivery of possession without prior notice of ter-
24 mination of a month-to-month tenancy; or

25 “(g) Ten days after delivery of possession without prior notice of termi-
26 nation of a week-to-week tenancy.

27 “(9)(a) Notwithstanding a provision in a rental agreement regarding the
28 order of application of tenant payments, a landlord shall apply tenant pay-
29 ments in the following order:

30 “(A) Outstanding rent from prior rental periods;

1 “(B) Rent for the current rental period;
2 “(C) Utility or service charges;
3 “(D) Late rent payment charges; and
4 “(E) Fees or charges owed by the tenant under ORS 90.302 or other fees
5 or charges related to damage claims or other claims against the tenant.

6 “(b) This subsection does not apply to rental agreements subject to ORS
7 90.505 to 90.850.

8 **“SECTION 11.** ORS 105.124 is amended to read:

9 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
10 applies to the dwelling unit:

11 “(1) The complaint must be in substantially the following form and be
12 available from the clerk of the court:

13 “ _____

14 IN THE CIRCUIT COURT
15 FOR THE COUNTY OF

16 _____

17 No. _____

18
19 RESIDENTIAL EVICTION COMPLAINT

20
21 PLAINTIFF (Landlord or agent):

22 _____

23 _____

24 Address: _____

25 City: _____

26 State: _____ Zip: _____

27 Telephone: _____

28

29 vs.

30

1 DEFENDANT (Tenants/Occupants):

2 _____

3 _____

4 MAILING ADDRESS: _____

5 City: _____

6 State: _____ Zip: _____

7 Telephone: _____

8

9 1.

10 Tenants are in possession of the dwelling unit, premises or rental prop-
11 erty described above or located at:

12

13 _____

14

15 2.

16 Landlord is entitled to possession of the property because of:

17

18 _____ 24-hour notice for personal
19 injury, substantial damage, extremely
20 outrageous act or unlawful occupant.

21 ORS 90.396 or 90.403.

22 _____ 24-hour or 48-hour notice for
23 violation of a drug or alcohol
24 program. ORS 90.398.

25 _____ 24-hour notice for perpetrating
26 domestic violence, sexual assault or
27 stalking. ORS 90.445.

28 _____ 72-hour or 144-hour notice for
29 nonpayment of rent. ORS 90.394.

30 _____ 7-day notice with stated cause in

- 1 a week-to-week tenancy. ORS 90.392 (6).
- 2 _____ 10-day notice for a pet violation,
- 3 a repeat violation in a month-to-month
- 4 tenancy or without stated cause in a
- 5 week-to-week tenancy. ORS 90.392 (5),
- 6 90.405 or 90.427 (2).
- 7 _____ 20-day notice for a repeat violation.
- 8 ORS 90.630 (4).
- 9 _____ 30-day, 60-day or 180-day notice without
- 10 stated cause in a month-to-month
- 11 tenancy. ORS 90.427 (9) [(3) or (4)] or 90.429.
- 12 _____ **30-day or 90-day notice with stated exception.**
- 13 **ORS 90.427 (5).**
- 14 _____ 30-day notice with stated cause.
- 15 ORS 90.392, 90.630 or 90.632.
- 16 _____ Notice to bona fide tenants after
- 17 foreclosure sale or termination of
- 18 fixed term tenancy after foreclosure
- 19 sale. ORS 86.782 (6)(c).
- 20 _____ Other notice _____
- 21 _____ No notice (explain) _____

22

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

24

25 3.

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

29 Landlord requests judgment for possession of the premises, court costs,
 30 disbursements and attorney fees.

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

3

4 _____

5 Signature of landlord or agent.

6 “ _____

7 “(2) The complaint must be signed by the plaintiff or an attorney repre-
8 senting the plaintiff as provided by ORCP 17, or verified by an agent or
9 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

12 **“SECTION 12.** ORS 105.124, as amended by section 11 of this 2017 Act,
13 is amended to read:

14 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
15 applies to the dwelling unit:

16 “(1) The complaint must be in substantially the following form and be
17 available from the clerk of the court:

18 “ _____

19 IN THE CIRCUIT COURT
20 FOR THE COUNTY OF

21 _____
22 No. _____

23
24 RESIDENTIAL EVICTION COMPLAINT

25

26 PLAINTIFF (Landlord or agent):

27 _____

28 _____

29 Address: _____

30 City: _____

1 State: _____ Zip: _____

2 Telephone: _____

3

4 vs.

5

6 DEFENDANT (Tenants/Occupants):

7 _____

8 _____

9 MAILING ADDRESS: _____

10 City: _____

11 State: _____ Zip: _____

12 Telephone: _____

13

14 1.

15 Tenants are in possession of the dwelling unit, premises or rental prop-
16 erty described above or located at:

17

18 _____

19

20 2.

21 Landlord is entitled to possession of the property because of:

22

23 _____ 24-hour notice for personal
24 injury, substantial damage, extremely
25 outrageous act or unlawful occupant.

26 ORS 90.396 or 90.403.

27 _____ 24-hour or 48-hour notice for
28 violation of a drug or alcohol
29 program. ORS 90.398.

30 _____ 24-hour notice for perpetrating

1 domestic violence, sexual assault or
2 stalking. ORS 90.445.
3 _____ 72-hour or 144-hour notice for
4 nonpayment of rent. ORS 90.394.
5 _____ 7-day notice with stated cause in
6 a week-to-week tenancy. ORS 90.392 (6).
7 _____ 10-day notice for a pet violation,
8 a repeat violation in a month-to-month
9 tenancy or without stated cause in a
10 week-to-week tenancy. ORS 90.392 (5),
11 90.405 or 90.427 (2).
12 _____ 20-day notice for a repeat violation.
13 ORS 90.630 (4).
14 _____ 30-day, 60-day or 180-day notice without
15 stated cause in a month-to-month
16 tenancy. ORS 90.427 **(3) or (4)** [(9)] or 90.429.
17 _____ [30-day or] 90-day notice with stated exception.
18 ORS 90.427 (5).
19 _____ 30-day notice with stated cause.
20 ORS 90.392, 90.630 or 90.632.
21 _____ Notice to bona fide tenants after
22 foreclosure sale or termination of
23 fixed term tenancy after foreclosure
24 sale. ORS 86.782 (6)(c).
25 _____ Other notice _____
26 _____ No notice (explain) _____

27

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

29

30

3.

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

4 Landlord requests judgment for possession of the premises, court costs,
5 disbursements and attorney fees.

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

8

9 _____

10 Signature of landlord or agent.

11 “ _____

12 “(2) The complaint must be signed by the plaintiff or an attorney repre-
13 senting the plaintiff as provided by ORCP 17, or verified by an agent or
14 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

17 **“SECTION 13. The amendments to ORS 90.100, 90.220, 90.427, 90.600**
18 **and 105.124 and section 2, chapter 53, Oregon Laws 2016, by sections 2,**
19 **4, 6, 8, 10 and 12 of this 2017 Act become operative on July 1, 2020.**

20 **“SECTION 14. (1) The amendments to ORS 90.427 by section 1 of this**
21 **2017 Act apply to:**

22 **“(a) Fixed term tenancies entered into or renewed on or after the**
23 **effective date of this 2017 Act and before July 1, 2020; and**

24 **“(b) Terminations of month-to-month tenancies occurring on or**
25 **after the 30th day after the effective date of this 2017 Act and before**
26 **July 1, 2020.**

27 **“(2) The amendments to ORS 90.427 by section 2 of this 2017 Act**
28 **apply to:**

29 **“(a) Fixed term tenancies entered into or renewed on or after July**
30 **1, 2020; and**

1 **“(b) Terminations of month-to-month tenancies occurring on or**
2 **after July 1, 2020.**

3 **“SECTION 15. This 2017 Act being necessary for the immediate**
4 **preservation of the public peace, health and safety, an emergency is**
5 **declared to exist, and this 2017 Act takes effect on its passage.”.**

6
