

House Bill 2683

Sponsored by Representative NOSSE; Representatives POWER, SANCHEZ (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Prohibits landlords that allow pets from charging tenants additional rent or fees based on possession of pets.

A BILL FOR AN ACT

1
2 Relating to pets in residential tenancies; creating new provisions; and amending ORS 90.100 and
3 90.323.

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

5 **SECTION 1.** ORS 90.323 is amended to read:

6 90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent with-
7 out giving the tenant written notice at least seven days prior to the effective date of the rent in-
8 crease.

9 (2) If a tenancy is a month-to-month tenancy, the landlord may not increase the rent:

10 (a) During the first year after the tenancy begins.

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

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

14 (a) The amount of the rent increase;

15 (b) The amount of the new rent; and

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

17 (4) **Except as provided in ORS 90.300, a landlord may not increase the rent or charge to**
18 **a tenant a one-time, monthly or other periodic amount based on the tenant's possession of**
19 **a pet.**

20 [(4)] (5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

21 **SECTION 2.** **The amendments to ORS 90.323 by section 1 of this 2019 Act apply only to**
22 **rental agreements that are entered into, renewed or modified on or after the effective date**
23 **of this 2019 Act.**

24 **SECTION 3.** ORS 90.100 is amended to read:

25 90.100. As used in this chapter, unless the context otherwise requires:

26 (1) "Accessory building or structure" means any portable, demountable or permanent structure,
27 including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,
28 steps, ramps, piers and pilings, that is:

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

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

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding
 2 in which rights are determined, including an action for possession.

3 (3) "Applicant screening charge" means any payment of money required by a landlord of an
 4 applicant prior to entering into a rental agreement with that applicant for a residential dwelling
 5 unit, the purpose of which is to pay the cost of processing an application for a rental agreement for
 6 a residential dwelling unit.

7 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-
 8 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
 9 pearance of any premises or dwelling unit.

10 (5) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

11 (6) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

12 (7) "Conduct" means the commission of an act or the failure to act.

13 (8) "DBH" means the diameter at breast height, which is measured as the width of a standing
 14 tree at four and one-half feet above the ground on the uphill side.

15 (9) "Dealer" means any person in the business of selling, leasing or distributing new or used
 16 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling
 17 or floating home for use as a residence.

18 (10) "Domestic violence" means:

19 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

20 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

21 (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

22 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
 23 dence or sleeping place by one person who maintains a household or by two or more persons who
 24 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
 25 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
 26 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
 27 not the manufactured dwelling, recreational vehicle or floating home itself.

28 (13) "Essential service" means:

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

31 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
 32 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
 33 supplied by the landlord; and

34 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,
 35 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
 36 makes the dwelling unit unfit for occupancy.

37 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
 38 recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

39 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any
 40 drainage system; and

41 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,
 42 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
 43 makes the rented space unfit for occupancy.

44 (14) "Facility" means a manufactured dwelling park or a marina.

45 (15) "Fee" means a nonrefundable payment of money.

1 (16) "First class mail" does not include certified or registered mail, or any other form of mail
 2 that may delay or hinder actual delivery of mail to the recipient.

3 (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a
 4 specific ending date and terminating on that date without requiring further notice to effect the ter-
 5 mination.

6 (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes
 7 an accessory building or structure.

8 (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

9 (20) "Hazard tree" means a tree that:

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

11 (b) Measures at least eight inches DBH; and

12 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
 13 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
 14 risk of causing serious physical harm or damage to individuals or property in the near future.

15 (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

16 (22) "Informal dispute resolution" [*means, but is not limited to,*] **includes** consultation between
 17 the landlord or landlord's agent and one or more tenants[,] or mediation utilizing the services of a
 18 third party.

19 (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or
 20 premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor
 21 or sublessor to manage the premises or to enter into a rental agreement.

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

24 (25) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
 25 mary function of which is to secure the payment of rent for the last month of the tenancy.

26 (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured
 27 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory
 28 building or structure. "Manufactured dwelling" does not include a recreational vehicle.

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

32 (28) "Marina" means a moorage of contiguous dwelling units that may be legally transferred as
 33 a single unit and are owned by one person where four or more floating homes are secured, the pri-
 34 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

35 (29) "Marina purchase association" means a group of three or more tenants who reside in a
 36 marina and have organized for the purpose of eventual purchase of the marina.

37 (30) "Month-to-month tenancy" means a tenancy that automatically renews and continues for
 38 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
 39 the parties, until terminated by one or both of the parties.

40 (31) "Organization" includes a corporation, government, governmental subdivision or agency,
 41 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
 42 mon interest, and any other legal or commercial entity.

43 (32) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
 44 verally, in whom is vested:

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

1 (b) All or part of the beneficial ownership and a right to present use and enjoyment of the
 2 premises.

3 (33) "Person" includes an individual or organization.

4 (34) "Premises" means:

5 (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances
 6 therein;

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

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

10 (35) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet
 11 due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date.

12 (36) "Recreational vehicle" has the meaning given that term in ORS 446.003.

13 (37) "Rent" means any payment to be made to the landlord under the rental agreement, periodic
 14 or otherwise, in exchange for the right of a tenant [*and any permitted pet*] to occupy a dwelling unit
 15 to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees
 16 or utility or service charges as described in ORS 90.315 (4) and 90.532.

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

21 (39) "Roomer" means a person occupying a dwelling unit that does not include a toilet and ei-
 22 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
 23 where one or more of these facilities are used in common by occupants in the structure.

24 (40) "Screening or admission criteria" means a written statement of any factors a landlord
 25 considers in deciding whether to accept or reject an applicant and any qualifications required for
 26 acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history,
 27 character references, public records, criminal records, credit reports, credit references and incomes
 28 or resources of the applicant.

29 (41) "Security deposit" means a refundable payment or deposit of money, however designated,
 30 the primary function of which is to secure the performance of a rental agreement or any part of a
 31 rental agreement. "Security deposit" does not include a fee.

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

33 (43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
 34 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
 35 not include a tenant who holds over as described in ORS 90.427 (7).

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

37 (45) "Statement of policy" means the summary explanation of information and facility policies
 38 to be provided to prospective and existing tenants under ORS 90.510.

39 (46) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between
 40 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
 41 dwelling unit.

42 (47) "Tenant":

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

44 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
 45 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public

1 housing authority.

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

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

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

7 (48) "Transient lodging" means a room or a suite of rooms.

8 (49) "Transient occupancy" means occupancy in transient lodging that has all of the following
9 characteristics:

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

11 (b) The lodging operator provides maid and linen service daily or every two days as part of the
12 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 including transient occu-
15 pancy in a hotel or motel, that has all of the following characteristics:

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

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

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

19 (51) "Victim" means:

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

22 (b) The parent or guardian of a minor household member against whom an incident related to
23 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the
24 perpetrator.

25 (52) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

26 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven
27 days;

28 (b) There is a written rental agreement that defines the landlord's and the tenant's rights and
29 responsibilities under this chapter; and

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

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