

Enrolled
Senate Bill 586

Sponsored by Senator PROZANSKI; Representatives FAHEY, KENY-GUYER (at the request of John VanLandingham) (Presession filed.)

CHAPTER

AN ACT

Relating to residential dwelling facilities; creating new provisions; amending ORS 90.100, 90.155, 90.300, 90.302, 90.510, 90.531, 90.532, 90.533, 90.534, 90.536, 90.537, 90.538, 90.539, 90.543, 90.545, 90.555, 90.600, 90.610, 90.630, 90.632, 90.643, 90.645, 90.650, 90.655, 90.675, 90.725, 90.727, 90.732, 90.734, 90.736, 90.771, 90.842, 90.844, 90.846, 90.848, 90.849, 90.850, 92.840, 93.643, 105.124, 105.138, 446.515, 446.525, 446.533, 446.543, 446.547, 456.095, 456.233 and 457.160; and repealing ORS 90.805, 90.810, 90.815, 90.820 and 90.830.

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

MANUFACTURED AND MARINA COMMUNITIES

SECTION 1. (1) The Office of Manufactured Dwelling Park Community Relations of the Housing and Community Services Department is abolished, and all the duties, functions, and powers of the office are imposed upon, transferred to and vested in the Housing and Community Services Department.

(2) Whenever, in any statutory law or resolution of the Legislative Assembly or in any rule, document, record or proceeding authorized by the Legislative Assembly, reference is made to the Office of Manufactured Dwelling Park Community Relations, the reference is considered to be a reference to the Housing and Community Services Department.

(3) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel may substitute for words designating the "Office of Manufactured Dwelling Park Community Relations," wherever they occur in statutory law, other words designating the "Housing and Community Services Department."

SECTION 2. (1) The Mobile Home Parks Account of the Housing and Community Services Department is renamed the Manufactured and Marina Communities Account.

(2) Whenever, in any statutory law or resolution of the Legislative Assembly or in any rule, document, record or proceeding authorized by the Legislative Assembly, reference is made to the Mobile Home Parks Account, the reference is considered to be a reference to the Manufactured and Marina Communities Account.

(3) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel may substitute for words designating the "Mobile Home Parks Account," wherever they occur in statutory law, words designating the "Manufactured and Marina Communities Account."

SECTION 3. ORS 446.533 is amended to read:

446.533. There hereby is established separate and distinct from the General Fund the [Mobile Home Parks] **Manufactured and Marina Communities** Account [of the Housing and Community Services Department]. [Except as otherwise provided by law,] All moneys [appropriated or credited to] in the account are **continuously** appropriated [continuously for and shall be used by the Director of] to the Housing and Community Services Department [for the purpose of carrying] to carry out the duties and responsibilities [imposed under ORS 105.138 and 446.515 to 446.547] **of the department under ORS 90.505 to 90.850 and 446.515 to 446.547**. Interest earned on the account [shall be] is credited to the account.

SECTION 4. ORS 446.543 is amended to read:

446.543. [(1) An Office of Manufactured Dwelling Park Community Relations is established in the Housing and Community Services Department.]

[(2)] The [Director of the] Housing and Community Services Department shall [, through the use of office personnel or by other means]:

[(a)] (1) Undertake, participate in or cooperate with persons and agencies in such conferences, inquiries, meetings or studies as might lead to improvements in manufactured dwelling park **and marina** landlord and tenant relationships;

[(b)] (2) Develop and implement a centralized resource referral program for tenants and landlords to encourage the voluntary resolution of disputes;

[(c)] (3) Maintain a current list of manufactured dwelling parks **and marinas** in the state, indicating the total number of spaces;

[(d)] Not be directly affiliated, currently or previously, in any way with a manufactured dwelling park within the preceding two years; and]

[(e)] (4) Take other actions or perform such other duties as [the director deems] necessary or appropriate, including but not limited to coordinating or conducting tenant resource fairs, providing tenant counseling and service referrals related to park closures and providing outreach services to educate tenants regarding tenant rights and responsibilities and the availability of services[.]; **and**

[(3)] (5) [The office shall] Adopt rules to administer ORS 90.645 and 90.655.

SECTION 5. ORS 90.732 is amended to read:

90.732. (1) Every landlord of a manufactured dwelling park shall register annually in writing with the Housing and Community Services Department. The department shall charge the landlord a registration fee of [50] **\$100** for parks with more than 20 spaces and [25] **\$50** for parks with 20 or fewer spaces. The landlord shall file a registration and pay a registration fee for each park owned or managed by the landlord. The registration shall consist of the following information:

(a) The name and business mailing address of the landlord and of any person authorized to manage the premises of the park.

(b) The name of the park.

(c) The physical address of the park [or] **and**, if different from the physical address, the mailing address.

(d) A telephone number of the park.

(e) The total number of spaces in the park.

(2) The landlord of a new manufactured dwelling park shall register with the department no later than 60 days after the opening of the park.

(3) The department shall send a written reminder notice to each landlord that holds a current registration under this section before the due date for the landlord to file a new registration. The department shall confirm receipt of a registration.

(4) Notwithstanding subsections (1) to (3) of this section, the department may provide for registration and confirmation of registration to be accomplished by electronic means instead of in writing.

(5) Moneys from registration fees described in subsection (1) of this section [shall] **must** be deposited in the [Mobile Home Parks] **Manufactured and Marina Communities** Account. [Notwithstanding ORS 446.533, moneys deposited in the account under this section are continuously

appropriated to the department for the purpose of implementing and administering the duties of the department under this section and ORS 90.734 and 90.738.]

SECTION 6. ORS 90.736 is amended to read:

90.736. (1) The Housing and Community Services Department may assess a civil penalty against a landlord or owner if the department finds that the landlord or owner has not complied with ORS 90.732 or 90.734. The civil penalty may not exceed \$1,000. The department shall assess the civil penalty according to the schedule of penalties developed by the department under ORS 90.738. In assessing a civil penalty under this section, the department shall take into consideration any good faith efforts by the landlord or owner to comply with ORS 90.732 or 90.734.

(2) **The department shall deposit** a civil penalty assessed under this section [*shall be deposited*] in the [*Mobile Home Parks Account and continuously appropriated to the department for use in carrying out the policies described in ORS 446.515*] **Manufactured and Marina Communities Account.**

(3) If a civil penalty assessed under this section is not paid on or before 90 days after the order assessing the civil penalty becomes final by operation of law, the department may file the order with the county clerk of the county where the manufactured dwelling park of the landlord or owner is located as a lien against the park. In addition to any other available remedy, recording the order in the County Clerk Lien Record has the effect provided for in ORS 205.125 and 205.126 and the order may be enforced as provided in ORS 205.125 and 205.126.

MANUFACTURED DWELLING PARK AND MARINA MEDIATION

SECTION 7. Section 8 of this 2019 Act is added to and made a part of ORS 90.505 to 90.850.

SECTION 8. (1) For disputes subject to mediation under this section, if any party initiates mediation under this section, mediation is mandatory. A landlord of a tenancy subject to ORS 90.505 to 90.850 shall establish a mediation policy to resolve disputes related to:

(a) Landlord or tenant compliance with the rental agreement or with the provisions of this chapter;

(b) Landlord or tenant conduct within the facility; or

(c) The modification of a rule or regulation under ORS 90.610.

(2) A mediation policy under this section must include:

(a) The process and format by which a tenant or landlord may initiate mediation.

(b) The names and contact information, including the phone number and website address, for mediation services available through the referral program provided by the Housing and Community Services Department under ORS 446.543 (2) and any other no-cost mediation service acceptable to the landlord.

(c) Information substantially explaining requirements for mediation under subsections (3) to (7) of this section.

(3) Mediation conducted under this section:

(a) In addition to any process authorized under subsection (2)(a) of this section, may be initiated by the landlord or tenant's contact with the Housing and Community Services Department in a format required by the department.

(b) May not resolve any matters except by the agreement of all parties.

(c) Must require that communications from all parties are held strictly confidential and may not be used in any legal proceedings.

(d) May be used to resolve:

(A) Disputes between the landlord and one or more tenants, initiated by any party; and

(B) Disputes between any two or more tenants, initiated only by the landlord.

(e) Must allow a party to designate any person, including a nonattorney, to represent the interests of the party provided that the person has the authority to bind that party to any resolution of the dispute.

(f) Must comply with any other provisions as the Housing and Community Services Department may require by rule.

(4) Parties must participate in mediation under this section by making a good faith effort to schedule mediation within 30 days after mediation is initiated, attending and participating in mediation and cooperating with reasonable requests of the mediator.

(5) After mediation has been initiated and while it is ongoing under this section:

(a) Any statute of limitations related to the dispute is tolled.

(b) A party may not file an action related to the dispute, including an action for possession under ORS 105.110.

(c)(A) A tenant shall continue paying rent to the landlord.

(B) A landlord receiving rent under this paragraph has not accepted rent for the purposes of ORS 90.412 (2), provided that the landlord refunds the rent within 10 days following the conclusion of mediation.

(6) Unless specifically provided for in a mediation policy established under this section, or agreed to by all parties, no party may initiate mediation for:

(a) Facility closures consistent with ORS 90.645 or 90.671.

(b) Facility sales consistent with ORS 90.842 to 90.850.

(c) Rent increases consistent with ORS 90.600.

(d) Rent payments or amounts owed.

(e) Tenant violations alleged in a termination notice given under ORS 90.394, 90.396 or 90.630 (8).

(f) Violations of an alleged unauthorized person in possession in a notice given under ORS 90.403.

(g) Unless initiated by the victim, a dispute involving allegations of domestic violence, sexual assault or stalking or a dispute between the victim and the alleged perpetrator.

(h) A dispute arising after the termination of the tenancy, including under ORS 90.425, 90.675 or 105.161.

(7) This section does not require any party to:

(a) Reach an agreement on any or all issues submitted to mediation;

(b) Participate in more than one mediation session or participate for an unreasonable length of time in a session; or

(c) Waive or forgo any rights or remedies or the use of any other available informal dispute resolution process.

(8) A mediator in a mediation under this section shall notify the Housing and Community Services Department as to whether the dispute was resolved through mediation but may not provide the department with the contents of any resolution.

(9) A landlord may unilaterally amend a rental agreement or facility rules and regulations to comply with this section.

(10) If a party refuses to participate in good faith in mediation with another party or uses mediation to harass another party, the other party:

(a) Has a defense to a claim related to the subject of the dispute for which mediation was sought; and

(b) Is entitled to damages of one month's rent against the party.

SECTION 9. (1) The Housing and Community Services Department shall award grants to persons to provide legal representation to low-income facility tenants in addressing disputes involving legal matters arising under ORS chapter 90.

(2) The department may adopt rules and income level criteria to implement this program.

(3) In selecting entities for grants under this section, the department shall consider the experience and qualifications of the entities relating to:

(a) Representing tenants in disputes arising under ORS chapter 90;

(b) Serving tenants throughout the state, including by telephone or online communications or resources when appropriate; and

(c) Ability to network with other attorneys to leverage the available legal assistance.

(4) Total grant amounts awarded under this section may only come from the Manufactured and Marina Communities account under ORS 446.533 and may not exceed \$200,000 per biennium.

SECTION 10. (1) There is established the Manufactured and Marina Communities Dispute Resolution Advisory Committee.

(2) Members of the committee are appointed by the Director of the Housing and Community Services Department. The director shall have discretion to determine the number of committee members and the duration of membership. The committee membership must be geographically representative of all regions of this state and must include an equal number of representatives of landlords of facilities or their advocates and representatives of tenants of facilities or their advocates and at least one representative of a provider of mediation services.

(3) The committee shall:

(a) Advise the Housing and Community Services Department regarding the mandatory mediation required by section 8 of this 2019 Act and the grants provided under section 9 of this 2019 Act.

(b) No later than September 15 of each even-numbered year, provide a report to the appropriate interim committees of the Legislative Assembly, in the manner provided under ORS 192.245, regarding the effectiveness of the mandatory mediation required by section 8 of this 2019 Act and the grants provided under section 9 of this 2019 Act and make recommendations regarding the continuation of mandatory mediation and the renewal of the grants.

SECTION 11. Section 8 of this 2019 Act applies to rental agreements entered into before, on or after the effective date of this 2019 Act.

SECTION 12. Sections 9 and 10 of this 2019 Act are repealed January 2, 2024.

SECTION 13. ORS 90.610 is amended to read:

90.610. (1) As used in this section, "eligible space" means each space in the facility as long as:

(a) The space is rented to a tenant and the tenancy is subject to ORS 90.505 to 90.850; and

(b) The tenant who occupies the space has not:

(A) Previously agreed to a rental agreement that includes the proposed rule or regulation change; or

(B) Become subject to the proposed rule or regulation change as a result of a change in rules or regulations previously adopted in a manner consistent with this section.

[(2) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.505 to 90.850 apply shall provide for a process establishing informal dispute resolution of disputes that may arise concerning the rental agreement for a manufactured dwelling or floating home space.]

[(3)] (2) The landlord may propose changes in rules or regulations, including changes that make a substantial modification of the landlord's bargain with a tenant, by giving written notice of the proposed rule or regulation change, and unless tenants of at least 51 percent of the eligible spaces in the facility object in writing within 30 days of the date the notice was served, the change shall become effective for all tenants of those spaces on a date not less than 60 days after the date that the notice was served by the landlord.

[(4)] (3) One tenant of record per eligible space may object to the rule or regulation change through either:

(a) A signed and dated written communication to the landlord; or

(b) A petition format that is signed and dated by tenants of eligible spaces and that includes a copy of the proposed rule or regulation and a copy of the notice.

[(5)] (4) If a tenant of an eligible space signs both a written communication to the landlord and a petition under subsection *[(4)]* (3) of this section, or signs more than one written communication or petition, only the latest signature of the tenant may be counted.

[(6)] (5) Notwithstanding subsection [(4)] (3) of this section, a proxy may be used only if a tenant has a disability that prevents the tenant from objecting to the rule or regulation change in writing.

[(7)] (6) The landlord's notice of a proposed change in rules or regulations required by subsection [(3)] (2) of this section must be given or served as provided in ORS 90.155 and must include:

(a) Language of the existing rule or regulation and the language that would be added or deleted by the proposed rule or regulation change; and

(b) A statement substantially in the following form, with all blank spaces in the notice to be filled in by the landlord:

NOTICE OF PROPOSED RULE
OR REGULATION CHANGE

The landlord intends to change a rule or regulation in this facility.

The change will go into effect unless tenants of at least 51 percent of the eligible spaces object in writing within 30 days. Any objection must be signed and dated by a tenant of an eligible space.

The number of eligible spaces as of the date of this notice is: _____. Those eligible spaces are (space or street identification): _____.

The last day for a tenant of an eligible space to deliver a written objection to the landlord is _____ (landlord fill in date).

Unless tenants in at least 51 percent of the eligible spaces object, the proposed rule or regulation will go into effect on _____.

The parties may attempt to resolve disagreements regarding the proposed rule or regulation change by using the facility's **mandatory mediation process or, if available, the facility's** informal dispute resolution process.

[(8)] (7) A good faith mistake by the landlord in completing those portions of the notice relating to the number of eligible spaces that have tenants entitled to vote or relating to space or street identification numbers does not invalidate the notice or the proposed rule or regulation change.

[(9)] (8) After the effective date of the rule or regulation change, when a tenant continues to engage in an activity affected by the new rule or regulation to which the landlord objects, the landlord may give the tenant a notice of termination of the tenancy pursuant to ORS 90.630. *[The notice shall include a statement that the tenant may request a resolution through the facility's informal dispute resolution process by giving the landlord a written request within seven days from the date the notice was served. If the tenant requests an informal dispute resolution, the landlord may not file an action for possession pursuant to ORS 105.105 to 105.168 until 30 days after the date of the tenant's request for informal dispute resolution or the date the informal dispute resolution is complete, whichever occurs first.]*

[(10)] *An agreement under this section may not require informal dispute resolution of disputes relating to:*

[(a)] Facility closure;

[(b)] Facility sale; or

[(c)] Rent, including but not limited to amount, increase and nonpayment.]

[(11)] *ORS 90.510 (1) to (3), requiring a landlord to provide a statement of policy, do not create a basis for a tenant to demand informal dispute resolution of a rent increase.]*

SECTION 14. Sections 9, 10 and 14a of this 2019 Act and ORS 446.380, 446.385, 446.390 and 446.392 are added to and made a part of ORS 446.515 to 446.547.

SECTION 14a. As used in ORS 446.515 to 446.547, "facility," "manufactured dwelling," "manufactured dwelling park" and "marina" have the meanings given those terms in ORS 90.100.

SECTION 15. ORS 446.515 is amended to read:

446.515. (1) It is the policy of the State of Oregon:

(a) To encourage [*mobile home and*] manufactured dwelling park **and marina** residents and [*mobile home and*] manufactured dwelling park **and marina** owners and managers to settle disputes among themselves without recourse, if possible, to either the court system or intervention by a state agency.

(b) To assist [*mobile home and*] manufactured dwelling park **and marina** residents and [*mobile home and*] manufactured dwelling park **and marina** owners and managers to develop alternative dispute resolution techniques including, but not limited to, providing technical advice in the area of mediation.

(c) To educate [*mobile home and*] manufactured dwelling park **and marina** residents, owners and managers about issues and laws that affect [*mobile home and*] manufactured dwelling park **and marina** tenancies for the purpose of assisting those persons in resolving disputes.

(2) The Legislative Assembly recognizes that a significant percentage of its citizens are [*mobile home and*] manufactured dwelling park **and marina** residents, owners or managers and that a proposal which reduces the necessity of court resolution of certain disputes between these residents, owners and managers may help these citizens avoid the expense of going to court.

(3) All citizens of this state benefit when the courts are reserved for the resolution of the types of disputes for which no alternative dispute resolution exists.

(4) For some disputes, alternative dispute resolution is not effective and tenants must have recourse to legal representation and the courts.

SECTION 16. ORS 446.547 is amended to read:

446.547. [*Each mobile home and manufactured dwelling park shall*] **In addition to mandatory mediation required under section 8 of this 2019 Act, a facility may** establish an informal dispute resolution procedure that [*insures*] **ensures** each issue with merit [*shall be given a fair hearing*] **is addressed** within 30 days [*of*] **after** receipt of a formal complaint.

SECTION 17. ORS 446.525 is amended to read:

446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment is levied annually upon each manufactured dwelling that is assessed for ad valorem property tax purposes as personal property. The amount of the assessment is \$10.

(2) On or before July 15 of each year, the county assessor shall determine and list the manufactured dwellings in the county that are assessed for the current assessment year as personal property. Upon making a determination and list, the county assessor shall cause the special assessment levied under subsection (1) of this section to be entered on the general assessment and tax roll prepared for the current assessment year as a charge against each manufactured dwelling so listed. Upon entry, the special assessment shall become a lien, be assessed and be collected in the same manner and with the same interest, penalty and cost charges as apply to ad valorem property taxes in this state.

(3) [*Any amounts of special assessment*] **Moneys** collected pursuant to subsection (2) of this section [*shall be*] **are** deposited in the county treasury, paid over by the county treasurer to the State Treasury and credited to the [*Mobile Home Parks*] **Manufactured and Marina Communities** Account [*to be used exclusively for carrying out ORS 446.380, 446.385, 446.392 and 446.543, implementing the policies described in ORS 446.515 and compensating the county for billing and collecting any special assessment under subsection (2) of this section*].

(4) The Housing and Community Services Department shall pay to a county \$1.50 for each special assessment account that the county bills under subsection (2) of this section.

[(4)] (5) In lieu of the procedures under subsection (2) of this section, the [*Director of the Housing and Community Services Department*] **department** may make a direct billing of the special assessment to the owners of manufactured dwellings and receive payment of the special assessment from those owners. [*In the event that under the billing procedures*] **If** any owner fails to make payment, the unpaid special assessment [*shall become*] **becomes** a lien against the manufactured dwelling and may be collected under contract or other agreement by a collection agency or may be collected under ORS 293.250, or the lien may be foreclosed by suit as provided under ORS chapter 88 or as provided under ORS 87.272 to 87.306. [*Upon collection*] **Moneys collected** under this

subsection[, *the amounts of special assessment shall be*] **are** deposited in the State Treasury and [*shall be*] credited to the [*Mobile Home Parks*] **Manufactured and Marina Communities** Account [*to be used exclusively for carrying out ORS 446.380, 446.385, 446.392 and 446.543 and implementing the policies described in ORS 446.515*].

DELAYED FEES AND REQUIREMENTS FOR MARINA AND FLOATING HOME OWNERS

SECTION 18. ORS 90.732, as amended by section 5 of this 2019 Act, is amended to read:

90.732. (1) Every landlord of a [*manufactured dwelling park*] **facility** shall register annually in writing with the Housing and Community Services Department. The department shall charge the landlord a registration fee of \$100 for [*parks*] **facilities** with more than 20 spaces and \$50 for [*parks*] **facilities** with 20 or fewer spaces. The landlord shall file a registration and pay a registration fee for each [*park*] **facility** owned or managed by the landlord. The registration shall consist of the following information:

(a) The name and business mailing address of the landlord and of any person authorized to manage the premises of the [*park*] **facility**.

(b) The name of the [*park*] **facility**.

(c) The physical address of the [*park*] **facility** and, if different from the physical address, the mailing address.

(d) A telephone number of the [*park*] **facility**.

(e) The total number of spaces in the [*park*] **facility**.

(2) The landlord of a new [*manufactured dwelling park*] **facility** shall register with the department no later than 60 days after the opening of the [*park*] **facility**.

(3) The department shall send a written reminder notice to each landlord that holds a current registration under this section before the due date for the landlord to file a new registration. The department shall confirm receipt of a registration.

(4) Notwithstanding subsections (1) to (3) of this section, the department may provide for registration and confirmation of registration to be accomplished by electronic means instead of in writing.

(5) Moneys from registration fees described in subsection (1) of this section must be deposited in the Manufactured and Marina Communities Account.

SECTION 19. ORS 90.734 is amended to read:

90.734. (1) At least one person for each [*manufactured dwelling park*] **facility** who has authority to manage the premises of the [*park*] **facility** shall, every two years, complete four hours of continuing education relating to the management of [*manufactured dwelling parks*] **facilities**. The following apply for a person whose continuing education is required:

(a) If there is any manager or owner who lives in the [*park*] **facility**, the person completing the continuing education must be a manager or owner who lives in the [*park*] **facility**.

(b) If no manager or owner lives in the [*park*] **facility**, the person completing the continuing education must be a manager who lives outside the [*park*] **facility** or, if there is no manager, an owner of the [*park*] **facility**.

(c) A manager or owner may satisfy the continuing education requirement for more than one [*park*] **facility** that does not have a manager or owner who lives in the [*park*] **facility**.

(2) If a person becomes the [*manufactured dwelling park*] **facility** manager or owner who is responsible for completing continuing education, and the person does not have a current certificate of completion issued under subsection (3) of this section, the person shall complete the continuing education requirement by taking the next regularly scheduled continuing education class or by taking a continuing education class held within 75 days.

(3) The Housing and Community Services Department shall ensure that continuing education classes:

(a) Are offered at least once every six months;

(b) Are offered by a statewide nonprofit trade association in Oregon representing [*manufactured housing*] **facility** interests and approved by the department;

(c) Have at least one-half of the class instruction on one or more provisions of ORS chapter 90, ORS 105.105 to 105.168, fair housing law or other law relating to landlords and tenants;

(d) Provide a certificate of completion to all attendees; and

(e) Provide the department with the following information:

(A) The name of each person who attends a class;

(B) The name of the attendee's [*manufactured dwelling park*] **facility**;

(C) The city or county in which the attendee's [*park*] **facility** is located;

(D) The date of the class; and

(E) The names of the persons who taught the class.

(4) The department, a trade association or instructor is not responsible for the conduct of a landlord, manager, owner or other person attending a continuing education class under this section. This section does not create a cause of action against the department, a trade association or instructor related to the continuing education class.

(5) The owner of a [*manufactured dwelling park*] **facility** is responsible for ensuring compliance with the continuing education requirements in this section.

(6) The department shall annually send a written reminder notice regarding continuing education requirements under this section to each [*manufactured dwelling park*] **facility** at the address shown in the [*park*] **facility** registration filed under ORS 90.732.

SECTION 20. ORS 90.736, as amended by section 6 of this 2019 Act, is amended to read:

90.736. (1) The Housing and Community Services Department may assess a civil penalty against a landlord or owner if the department finds that the landlord or owner has not complied with ORS 90.732 or 90.734. The civil penalty may not exceed \$1,000. The department shall assess the civil penalty according to the schedule of penalties developed by the department under ORS 90.738. In assessing a civil penalty under this section, the department shall take into consideration any good faith efforts by the landlord or owner to comply with ORS 90.732 or 90.734.

(2) The department shall deposit a civil penalty assessed under this section in the Manufactured and Marina Communities Account.

(3) If a civil penalty assessed under this section is not paid on or before 90 days after the order assessing the civil penalty becomes final by operation of law, the department may file the order with the county clerk of the county where the [*manufactured dwelling park of the landlord or owner*] **facility** is located as a lien against the [*park*] **facility**. In addition to any other available remedy, recording the order in the County Clerk Lien Record has the effect provided for in ORS 205.125 and 205.126 and the order may be enforced as provided in ORS 205.125 and 205.126.

SECTION 21. The amendments to ORS 90.732, 90.734 and 90.736 by sections 18 to 20 of this 2019 Act become operative on January 1, 2022.

SECTION 22. The Housing and Community Services Department may not assess a fine against the owner or landlord of a marina for any violation under ORS 90.736 that occurred before January 1, 2022, and is not ongoing on or after January 1, 2022.

SECTION 23. ORS 446.525, as amended by section 17 of this 2019 Act, is amended to read:

446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment is levied annually upon each manufactured dwelling **or floating home** that is assessed for ad valorem property tax purposes as personal property. The amount of the assessment is \$10.

(2) On or before July 15 of each year, the county assessor shall determine and list the manufactured dwellings **and floating homes** in the county that are assessed for the current assessment year as personal property. Upon making a determination and list, the county assessor shall cause the special assessment levied under subsection (1) of this section to be entered on the general assessment and tax roll prepared for the current assessment year as a charge against each manufactured dwelling **and floating home** so listed. Upon entry, the special assessment shall become a lien, be assessed and be collected in the same manner and with the same interest, penalty and cost charges as apply to ad valorem property taxes in this state.

(3) Moneys collected pursuant to subsection (2) of this section are deposited in the county treasury, paid over by the county treasurer to the State Treasury and credited to the Manufactured and Marina Communities Account.

(4) The Housing and Community Services Department shall pay to a county \$1.50 for each special assessment account that the county bills under subsection (2) of this section.

(5) In lieu of the procedures under subsection (2) of this section, the department may make a direct billing of the special assessment to the owners of manufactured dwellings **and floating homes** and receive payment of the special assessment from those owners. If any owner fails to make payment, the unpaid special assessment becomes a lien against the manufactured dwelling **or floating home** and may be collected under contract or other agreement by a collection agency or may be collected under ORS 293.250, or the lien may be foreclosed by suit as provided under ORS chapter 88 or as provided under ORS 87.272 to 87.306. Moneys collected under this subsection are deposited in the State Treasury and credited to the Manufactured and Marina Communities Account.

SECTION 24. The amendments to ORS 446.525 by section 23 of this 2019 Act apply to property tax years beginning on or after July 1, 2022.

SALE OF A FACILITY

SECTION 25. ORS 90.805, 90.810, 90.815, 90.820 and 90.830 are repealed.

SECTION 26. ORS 90.842 is amended to read:

90.842. (1) An owner of a [*manufactured dwelling park*] **facility** shall give written notice of the owner's interest in selling the [*park*] **facility** before the owner markets the [*park*] **facility** for sale or when the owner receives an offer to purchase that the owner intends to consider, whichever occurs first.

(2) The owner shall give the notice required by subsection (1) of this section to:

(a) All tenants of the [*park*] **facility**; or

(b) A tenants committee, if there is an existing committee of tenants formed for purposes including the purchase of the [*park*] **facility** and with which the owner has met in the 12-month period immediately before delivery of the notice.

(3) The owner shall also give the notice required by subsection (1) of this section to the [*Office of Manufactured Dwelling Park Community Relations of the*] Housing and Community Services Department.

(4) The notice must include the following:

(a) The owner is considering selling the [*park*] **facility**.

(b) The tenants, through a tenants committee, have an opportunity to compete to purchase the [*park*] **facility**.

(c) In order to compete to purchase the [*park*] **facility**, within 10 days after delivery of the notice, the tenants must form or identify a single tenants committee for the purpose of purchasing the [*park*] **facility** and notify the owner in writing of:

(A) The tenants' interest in competing to purchase the [*park*] **facility**; and

(B) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.

(d) The representative of the tenants committee may request financial information described in ORS 90.844 (2) from the owner within the 10-day period.

(e) Information about purchasing a [*manufactured dwelling park*] **facility** is available from the [*Office of Manufactured Dwelling Park Community Relations of the*] Housing and Community Services Department.

SECTION 27. ORS 90.844 is amended to read:

90.844. (1) Within 10 days after delivery of the notice described in ORS 90.842, if the tenants choose to compete to purchase the [*manufactured dwelling park*] **facility** in which the tenants reside, the tenants must notify the owner in writing of:

- (a) The tenants' interest in competing to purchase the *[park]* **facility**;
 - (b) The formation or identification of a single tenants committee formed for the purpose of purchasing the *[park]* **facility**; and
 - (c) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.
- (2) During the 10-day period, in order to perform a due diligence evaluation of the opportunity to compete to purchase the *[park]* **facility**, the representative of the tenants committee may make a written request for the kind of financial information that a seller of a *[park]* **facility** would customarily provide to a prospective purchaser.
- (3) Of the financial information described in subsection (2) of this section, the owner shall provide the following information within seven days after delivery of the request by the tenants committee for the information:
- (a) The asking price, if any, for the *[park]* **facility**;
 - (b) The total income collected from the *[park]* **facility** and related profit centers, including storage and laundry, in the 12-month period immediately before delivery of the notice required by ORS 90.842;
 - (c) The cost of all utilities for the *[park]* **facility** that were paid by the owner in the 12-month period immediately before delivery of the notice required by ORS 90.842;
 - (d) The annual cost of all insurance policies for the *[park]* **facility** that were paid by the owner, as shown by the most recent premium;
 - (e) The number of homes in the *[park]* **facility** owned by the owner; and
 - (f) The number of vacant spaces and homes in the *[park]* **facility**.
- (4) The owner may:
- (a) Designate all or part of the financial information provided pursuant to this section as confidential.
 - (b) If the owner designates financial information as confidential, establish, in cooperation with the representative of the tenants committee, a list of persons with whom the tenants may share the information, including any of the following persons that are either seeking to purchase the *[park]* **facility** on behalf of the tenants committee or assisting the tenants committee in evaluating or purchasing the *[park]* **facility**:
 - (A) A nonprofit organization or a housing authority.
 - (B) An attorney or other licensed professional or adviser.
 - (C) A financial institution.
 - (c) Require that persons authorized to receive the confidential information:
 - (A) Sign a confidentiality agreement before receiving the information;
 - (B) Refrain from copying any of the information; and
 - (C) Return the information to the owner when the negotiations to purchase the *[park]* **facility** are completed or terminated.
- (5) Within 15 days after delivery of the financial information described in subsection (3) of this section, or within 15 days after the end of the 10-day period described in subsection (1) of this section when the representative of the tenants committee does not request financial information under subsection (2) of this section, if the tenants choose to continue competing to purchase the *[park]* **facility**, the tenants committee must:
- (a) Form a corporate entity under ORS chapter 60, 62 or 65 that is legally capable of purchasing real property or associate with a nonprofit corporation or housing authority that is legally capable of purchasing real property or that is advising the tenants about purchasing the *[park]* **facility** in which the tenants reside.
 - (b) Submit to the owner a written offer to purchase the *[park]* **facility**, in the form of a proposed purchase and sale agreement, and either a copy of the articles of incorporation of the corporate entity or other evidence of the legal capacity of the formed or associated corporate entity to purchase real property.

(6)(a) The owner may accept the offer to purchase in the tenants committee's purchase and sale agreement, reject the offer or submit a counteroffer.

(b) If the parties reach agreement on the purchase, the purchase and sale agreement must specify the price, due diligence duties, schedules, timelines, conditions and any extensions.

(c) If the tenants do not act as required within the time periods described in this section and ORS 90.842, if the tenants violate the confidentiality agreement described in this section or if the parties do not reach agreement on a purchase, the owner is not obligated to take additional action under ORS 90.842 to 90.850.

SECTION 28. ORS 90.846 is amended to read:

90.846. (1) During the process described in ORS 90.842 to 90.850, the parties shall act in a commercially reasonable manner.

(2) Except as provided in ORS 90.848, before selling a *[manufactured dwelling park] facility* to an entity that is not formed by or associated with the tenants, the owner of the *[park] facility* must give the notice required by ORS 90.842 and comply with the requirements of ORS 90.844.

(3) A minor error in providing the notice required by ORS 90.842 or in providing the financial information required by ORS 90.844 does not prevent the owner from selling the *[park] facility* to an entity that is not formed by or associated with the tenants and does not cause the owner to be liable to the tenants for damages or a penalty.

(4) During the process described in ORS 90.842 to 90.850, the owner may seek, or negotiate with, potential purchasers other than the tenants or an entity formed by or associated with the tenants.

(5) If the owner does not comply with requirements of this section and ORS 90.842 and 90.844, in a substantial way that prevents the tenants from competing to purchase the *[park] facility*, the tenants may:

(a) Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed by or associated with the tenants when the owner has not caused an affidavit to be recorded before the sale or transfer pursuant to ORS 90.850.

(b) Recover actual damages or twice the rent from the owner for each tenant, whichever is greater.

(6) If a tenant misuses or discloses, in a substantial way, confidential information in violation of a confidentiality agreement described in ORS 90.844, the owner may recover actual damages from the tenant.

(7) The *[Office of Manufactured Dwelling Park Community Relations of the]* Housing and Community Services Department shall prepare and make available information for tenants about purchasing a *[manufactured dwelling park] facility*.

SECTION 29. ORS 90.848 is amended to read:

90.848. (1) With regard to a sale or transfer of a *[manufactured dwelling park] facility*, ORS 90.842, 90.844 and 90.846 do not apply to:

(a) Any sale or transfer to an individual who would be included within the table of descent and distribution if the owner of the *[manufactured dwelling park] facility* were to die intestate.

(b) Any transfer by gift, devise or operation of law.

(c) Any sale or transfer by a corporation to an affiliate.

(d) Any sale or transfer by a partnership to any of its partners.

(e) Any sale or transfer of an interest in a limited liability company to any of the limited liability company's members.

(f) Any conveyance of an interest in a *[park] facility* incidental to the financing of the *[park] facility*.

(g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other instrument encumbering a *[park] facility* or any deed given in lieu of a foreclosure.

(h) Any sale or transfer between or among joint tenants or tenants in common owning a *[park] facility*.

(i) Any sale or transfer in which the *[park] facility* satisfies the purchaser's requirement to make a like-kind exchange under section 1031 of the Internal Revenue Code.

(j) Any purchase of a *[park] facility* by a governmental entity under the entity's powers of eminent domain.

(k) Any transfer to a charitable trust.

(2) As used in this section, "affiliate" means any shareholder of the selling or transferring corporation, any corporation or entity owned or controlled, directly or indirectly, by the selling or transferring corporation or any other corporation or entity owned or controlled, directly or indirectly, by any shareholder of the selling or transferring corporation.

SECTION 30. ORS 90.849 is amended to read:

90.849. In addition to providing notice as required by ORS 90.842, upon sale of a *[manufactured dwelling park] facility* under ORS 90.842 to 90.850 or upon any sale, transfer, exchange or other conveyance of a *[manufactured dwelling park] facility* described in ORS 90.848, the owner shall give notice of the conveyance to the *[Office of Manufactured Dwelling Park Community Relations]* **Housing and Community Services Department** stating:

(1) The number of vacant spaces and homes in the *[manufactured dwelling park] facility*;

(2) If applicable, the final sale price of the *[manufactured dwelling park] facility*;

(3) The date the conveyance became final; and

(4) The name, address and telephone number of the new owner.

SECTION 31. ORS 90.850 is amended to read:

90.850. (1) A *[manufactured dwelling park] facility* owner may present for recordation, in the County Clerk Lien Record of the county in which the *[manufactured dwelling park] facility* is located, an affidavit in which the owner certifies that:

(a) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer by the owner for the sale or transfer of the *[park] facility*.

(b) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer received by the owner for the purchase or transfer of the *[park] facility* or to a counteroffer the owner has made or intends to make.

(c) The owner has not entered into a contract for the sale or transfer of the *[park] facility* to an entity formed by or associated with the tenants.

(d) ORS 90.842, 90.844 and 90.846 do not apply to a particular sale or transfer of the *[park] facility* pursuant to ORS 90.848.

(2) The following parties have an absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are not obligated to inquire further as to any matter or fact relating to the owner's compliance with ORS 90.842, 90.844 and 90.846:

(a) A party that acquires an interest in a *[park] facility*.

(b) A title insurance company, or an attorney, that prepares, furnishes or examines evidence of title.

(3) The purpose and intention of this section is to preserve the marketability of title to *[parks] facilities*. Accordingly, the provisions of this section must be liberally construed in order that all persons may rely on the record title to *[parks] facilities*.

MISCELLANEOUS FACILITY PROVISIONS

SECTION 32. Section 33 of this 2019 Act is added to and made a part of ORS 90.505 to 90.850.

SECTION 33. (1) A landlord may require a tenant in a marina to move the tenant's floating home under this section for reasons allowing for the safety and convenience of the marina and other tenants, including:

(a) Moving another floating home within the marina;

(b) Repairing an adjacent floating home; or

(c) Dredging, repairing an adjacent dock or otherwise repairing or improving the marina.

(2) Before requiring the tenant to move, the landlord must give written notice to the tenant specifying the reason for the move, describing the parties' rights and obligations un-

der subsections (4) to (6) of this section, the allowable dates for the move and the maximum duration of the move.

(3) The notice under subsection (2) of this section must be given:

(a) No less than 48 hours before the move if necessary to prevent the risk of serious and imminent harm to persons or property within the marina; or

(b) Thirty days before the move in all other cases.

(4) The landlord must:

(a) Move the floating home to another space in the marina that allows the tenant to continue to occupy the home.

(b) Return the floating home to its original space at the end of the relocation period.

(5) A landlord must pay:

(a) The costs to prepare the floating home for the move;

(b) The costs to move the floating home;

(c) The costs to prepare the floating home for its temporary location in the marina;

(d) If the relocation lasts more than 30 days, unless the floating home cannot be restored to its original space because weather or water conditions are unsafe, actual damages based on a decrease in value or quality of the temporary location;

(e) The costs to return the floating home to its original location in the original space; and

(f) The costs to repair any damage to the floating home or tenant's personal property caused by the move or to replace the property.

(6) A landlord is required to make any payments due to the tenant under subsection (5) of this section within 30 days from the date the cost is incurred.

(7) If a tenant prohibits the landlord from moving the floating home under this section, a landlord may give notice to terminate the tenancy under ORS 90.630.

(8) If a landlord fails to comply with a provision of this section, a tenant is entitled to damages of one month's rent or twice the tenant's actual damages, whichever is greater.

SECTION 34. ORS 90.632 is amended to read:

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

(2) A landlord may not require removal of a manufactured dwelling or floating home, or consider a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original construction material of the dwelling or home or because the dwelling or home was built prior to adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance with the state building code as defined in ORS 455.010.

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

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

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

(a) State facts sufficient to notify the tenant of the specific disrepair or deterioration that is the cause or reason for termination of the tenancy and removal of the dwelling or home;

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

(c) If reasonably known by the landlord, describe specifically what repairs are required to correct the disrepair or deterioration that is the cause for termination;

(d) Describe the tenant's right to give the landlord a written notice of correction, where to give the notice and the deadline for giving the notice in order to ensure a response by the landlord, all as provided by subsection (7) of this section; and

(e) Describe the tenant's right to have the termination and correction period extended as provided by subsection (8) of this section.

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

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

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

(a) An additional 60 days if:

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

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

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

(c) An additional 10 months if the disrepair or deterioration relates to the float of a floating home.

(9) In order to have the period for correction extended as provided in subsection (8) of this section, a tenant must give the landlord written notice describing the necessity for an extension in order to complete the correction work. The notice must be given a reasonable amount of time prior to the end of the notice for termination period.

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

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

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

(13) When a tenant has been given a notice for termination pursuant to this section and has subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,

within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the notice period provided by this section for the tenant to correct the cause.

SECTION 35. ORS 90.727 is amended to read:

90.727. (1) As used in this section:

(a) "Maintaining a tree" means removing or trimming a tree for the purpose of eliminating features of the tree that cause the tree to be hazardous, or that may cause the tree to become hazardous in the near future.

(b) "Removing a tree" includes:

(A) Felling and removing the tree; and

(B) Grinding or removing the stump of the tree.

(2) The landlord or tenant that is responsible for maintaining a tree must engage a landscape construction professional with a valid license issued pursuant to ORS 671.560 to maintain any tree with a DBH of eight inches or more.

(3) A landlord:

(a) Shall maintain a tree that is a hazard tree, that was not planted by the current tenant, on a rented space in a manufactured dwelling park if the landlord knows or should know that the tree is a hazard tree.

(b) May maintain a tree on the rented space to prevent the tree from becoming a hazard tree[, after providing the tenant with reasonable written notice and a reasonable opportunity to maintain the tree].

(c) Has discretion to decide whether the appropriate maintenance is removal or trimming of the hazard tree.

(d) Is not responsible for maintaining a tree that is not a hazard tree or for maintaining any tree for aesthetic purposes.

(4) [A landlord shall comply] **In addition to complying** with ORS 90.725, before entering a tenant's space to inspect or maintain a tree[.], **the landlord must provide the tenant with:**

(a) Reasonable notice to inspect a tree.

(b) Reasonable written notice to maintain a tree and, except as necessary to avoid an imminent and serious harm to persons or property, a reasonable opportunity for the tenant to maintain the tree. The notice must specify any tree that the landlord intends to remove.

(5) Except as provided in subsection (3) of this section, a tenant is responsible for maintaining the trees on the tenant's space in a manufactured dwelling park at the tenant's expense. The tenant may retain an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture to inspect a tree on the tenant's rented space at the tenant's expense and if the arborist determines that the tree is a hazard, the tenant may:

(a) Require the landlord to maintain a tree that is the landlord's responsibility under subsection (3) of this section; or

(b) Maintain the tree at the tenant's expense, after providing the landlord with reasonable written notice of the proposed maintenance and a copy of the arborist's report.

(6) If a manufactured dwelling cannot be removed from a space without first removing or trimming a tree on the space, the owner of the manufactured dwelling may remove or trim the tree at the dwelling owner's expense, after giving reasonable written notice to the landlord, for the purpose of removing the manufactured dwelling.

SECTION 36. ORS 90.675, as amended by section 10, chapter 1, Oregon Laws 2019 (Enrolled Senate Bill 608), is amended to read:

90.675. (1) As used in this section:

(a) "Current market value" means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for personal property by an informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

(b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may throw away the property or may give it without consideration to a nonprofit organization or to a person unrelated to the landlord. The landlord may not retain the property for personal use or benefit.

(c) "Lienholder" means any lienholder of abandoned personal property, if the lien is of record or the lienholder is actually known to the landlord.

(d) "Of record" means:

(A) For a manufactured dwelling, that a security interest has been properly recorded in the records of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a certificate of title issued by the Department of Transportation prior to May 1, 2005.

(B) For a floating home, that a security interest has been properly recorded with the State Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board pursuant to ORS 830.715.

(e) "Personal property" means only a manufactured dwelling or floating home located in a facility and subject to ORS 90.505 to 90.850. "Personal property" does not include goods left inside a manufactured dwelling or floating home or left upon a rented space and subject to disposition under ORS 90.425.

(2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of abandoned personal property as provided by this section. This section governs the rights and obligations of landlords, tenants and any lienholders in any personal property abandoned or left upon the premises by the tenant or any lienholder in the following circumstances:

(a) The tenancy has ended by termination or expiration of a rental agreement or by relinquishment or abandonment of the premises and the landlord reasonably believes under all the circumstances that the tenant has left the personal property upon the premises with no intention of asserting any further claim to the premises or to the personal property;

(b) The tenant has been absent from the premises continuously for seven days after termination of a tenancy by a court order that has not been executed; or

(c) The landlord receives possession of the premises from the sheriff following restitution pursuant to ORS 105.161.

(3) Prior to storing, selling or disposing of the tenant's personal property under this section, the landlord must give a written notice to the tenant that must be:

(a) Personally delivered to the tenant; or

(b) Sent by first class mail addressed and mailed to the tenant at:

(A) The premises;

(B) Any post-office box held by the tenant and actually known to the landlord; and

(C) The most recent forwarding address if provided by the tenant or actually known to the landlord.

(4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section to:

(A) Any lienholder of the personal property;

(B) The tax collector of the county where the personal property is located; and

(C) The assessor of the county where the personal property is located.

(b) The landlord shall give the notice copy required by this subsection by personal delivery or first class mail, except that for any lienholder, mail service must be both by first class mail and by certified mail with return receipt requested.

(c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each lienholder at each address:

(A) Actually known to the landlord;

(B) Of record; and

(C) Provided to the landlord by the lienholder in a written notice that identifies the personal property subject to the lien and that was sent to the landlord by certified mail with return receipt

requested within the preceding five years. The notice must identify the personal property by describing the physical address of the property.

(5) The notice required under subsection (3) of this section must state that:

(a) The personal property left upon the premises is considered abandoned;

(b) The tenant or any lienholder must contact the landlord by a specified date, as provided in subsection (6) of this section, to arrange for the removal of the abandoned personal property;

(c) The personal property is stored on the rented space;

(d) The tenant or any lienholder, except as provided by subsection (19) of this section, may arrange for removal of the personal property by contacting the landlord at a described telephone number or address on or before the specified date;

(e) The landlord shall make the personal property available for removal by the tenant or any lienholder, except as provided by subsection (19) of this section, by appointment at reasonable times;

(f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b) of this section, prior to releasing the personal property to the tenant or any lienholder;

(g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this section, the landlord may not require payment of storage charges prior to releasing the personal property;

(h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to remove the personal property within 30 days after that contact, the landlord may sell or dispose of the personal property. If the landlord reasonably believes the county assessor will determine that the current market value of the personal property is \$8,000 or less, and the landlord intends to dispose of the property if the property is not claimed, the notice shall state that belief and intent; and

(i) If applicable, there is a lienholder that has a right to claim the personal property, except as provided by subsection (19) of this section.

(6) For purposes of subsection (5) of this section, the specified date by which a tenant or lienholder must contact a landlord to arrange for the disposition of abandoned personal property must be not less than 45 days after personal delivery or mailing of the notice.

(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

(a) Shall store the abandoned personal property of the tenant on the rented space and shall exercise reasonable care for the personal property; and

(b) Is entitled to reasonable or actual storage charges and costs incidental to storage or disposal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

(8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of this section or otherwise, responds by actual notice to the landlord on or before the specified date in the landlord's notice that the tenant or lienholder intends to remove the personal property from the premises, the landlord must make that personal property available for removal by the tenant or lienholder by appointment at reasonable times during the 30 days following the date of the response, subject to subsection (19) of this section. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417.

(9) Except as provided in subsections (19) to [(21)] **(22)** of this section, if the tenant or lienholder does not respond within the time provided by the landlord's notice, or the tenant or lienholder does not remove the personal property within 30 days after responding to the landlord or by any date agreed to with the landlord, whichever is later, the personal property is conclusively presumed to be abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-

section (13) of this section, have no further right, title or interest to the personal property and may not claim or sell the property.

(10) If the personal property is presumed to be abandoned under subsection (9) of this section, the landlord then may:

(a) Sell the personal property at a public or private sale, provided that prior to the sale:

(A) The landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and

(B) The landlord shall:

(i) Place a notice in a newspaper of general circulation in the county in which the personal property is located. The notice shall state:

(I) That the personal property is abandoned;

(II) The tenant's name;

(III) The address and any space number where the personal property is located, and any plate, registration or other identification number for a floating home noted on the title, if actually known to the landlord;

(IV) Whether the sale is by private bidding or public auction;

(V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be accepted; and

(VI) The name and telephone number of the person to contact to inspect the personal property;

(ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or first class mail, except that for any lienholder, mail service must be by first class mail with certificate of mailing;

(iii) Obtain an affidavit of publication from the newspaper to show that the notice required under sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted; and

(iv) Obtain written proof from the county that all property taxes and assessments on the personal property have been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section; or

(b) Destroy or otherwise dispose of the personal property if the landlord determines from the county assessor that the current market value of the property is \$8,000 or less.

(11)(a) A public or private sale authorized by this section must be conducted consistent with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable.

(b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal property is considered to be worth \$8,000 or less, regardless of current market value, and the landlord shall destroy or otherwise dispose of the personal property.

(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the condition of personal property, the landlord is not liable for the condition of the personal property to:

(a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with or without consideration; or

(b) A person or nonprofit organization to whom the landlord gives the personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this section.

(13)(a) The landlord may deduct from the proceeds of the sale:

(A) The reasonable or actual cost of notice, storage and sale; and

(B) Unpaid rent.

(b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid property taxes and assessments owed on the dwelling or home.

(c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance owed on the lien on the personal property.

(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if applicable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting.

(e) If the tenant cannot after due diligence be found, the landlord shall deposit the remaining proceeds with the county treasurer of the county in which the sale occurred. If not claimed within three years, the deposited proceeds revert to the general fund of the county and are available for general purposes.

(14) The county tax collector and the Department of Revenue shall cancel all unpaid property taxes and special assessments as provided under ORS 305.155 and 311.790 only under one of the following circumstances:

(a) The landlord disposes of the personal property after a determination described in subsection (10)(b) of this section.

(b) There is no buyer of the personal property at a sale described under subsection (11) of this section and the landlord disposes of the property.

(c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this section;

(B) The current market value of the personal property is \$8,000 or less; and

(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this section.

(d) The landlord buys the personal property at a sale described under subsection (11) of this section and sells the property, in compliance with subsection (15) of this section, to a buyer who intends to occupy the property in the facility in which the property is located.

(e) The landlord acquires the personal property as a result of an agreement described in subsection [(23)] **(24)** of this section and sells the property, in compliance with subsection (15) of this section, to a buyer who intends to occupy the property in the facility in which the property is located.

(15)(a) Subsection (14)(d) and (e) of this section apply only if:

(A) There exists a lien on the personal property for unpaid property taxes and special assessments owed to a county or to the Department of Revenue and the landlord files an affidavit or declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

(i) The landlord's intent to sell the property in an arm's-length transaction to an unrelated buyer who intends to occupy the property in the facility in which the property is located; and

(ii) That the landlord shall comply with the requirements of this subsection; and

(B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files an affidavit or declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

(i) That the landlord has sold the property in an arm's-length transaction to an unrelated buyer who intends to occupy the property in the facility in which the property is located;

(ii) The sale price and a description of the landlord's claims against the property or costs from the sale, as described under subsection (13)(a) of this section, and any costs of improvements to the property for sale; and

(iii) The period of time, which may not be more than is reasonably necessary, that is taken by the landlord to complete the sale of the property.

(b) After a landlord files the affidavit or declaration under paragraph (a)(A) of this subsection, the county tax collector shall provide to the landlord a title to the property that the landlord may then provide to a buyer at the time of the sale of the property.

(c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be accompanied by:

(A) Payment to the county tax collector or the Department of Revenue, as appropriate, of the amount remaining from the sale proceeds after the deduction of the landlord's claims and costs as described in the affidavit or declaration, up to the amount of the unpaid taxes or tax lien. The landlord may retain the amount of the sale proceeds that exceed the amount of the unpaid taxes or tax lien;

(B) Payment to the county tax collector of any county warrant fees; and

(C) An affidavit or declaration from the buyer that states the buyer's intent to occupy the property in the facility in which the property is located.

(d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax collector or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

(16) The landlord is not responsible for any loss to the tenant or lienholder resulting from storage of personal property in compliance with this section unless the loss was caused by the landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the landlord is liable for twice the actual damages sustained by the tenant or lienholder.

(17) Complete compliance in good faith with this section shall constitute a complete defense in any action brought by a tenant or lienholder against a landlord for loss or damage to such personal property disposed of pursuant to this section.

(18) If a landlord does not comply with this section:

(a) The tenant is relieved of any liability for damage to the premises caused by conduct that was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the landlord up to twice the actual damages sustained by the tenant;

(b) A lienholder aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the lienholder. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph; and

(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the tax collector, if the noncompliance is part of an effort by the landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph.

(19) The provisions of this section regarding the rights and responsibilities of a tenant to the abandoned personal property also apply to any lienholder, except that the lienholder may not sell or remove the dwelling or home unless:

(a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

(b) The tenant or a personal representative or designated person described in subsection (21) of this section has waived all rights under this section pursuant to subsection [(23)] (24) of this section; or

(c) The notice and response periods provided by subsections (6) and (8) of this section have expired.

(20)(a) Except as provided by subsection (21)(d) and (e) of this section, if a lienholder makes a timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests, a landlord shall enter into a written storage agreement with the lienholder providing that the personal property may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the lienholder to store the personal property on the previously rented space during the term of the agreement, but does not entitle anyone to occupy the personal property.

(b) The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee to remove or sell the dwelling or home within the allotted time.

(c) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord

may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (4) of this section. A lienholder enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period. **If the tenancy is in a marina, the proposed storage agreement is conditioned upon the tenant not electing to enter into a storage agreement under subsection (22) of this section.**

(d) The storage agreement may require, in addition to other provisions agreed to by the landlord and the lienholder, that:

(A) The lienholder make timely periodic payment of all storage charges, as described in subsection (7)(b) of this section, accruing from the commencement of the 45-day period described in subsection (6) of this section. A storage charge may include a utility or service charge, as described in ORS 90.532, if limited to charges for electricity, water, sewer service and natural gas and if incidental to the storage of personal property. A storage charge may not be due more frequently than monthly;

(B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date required in the agreement, if the amount of the late charge is no greater than for late charges imposed on facility tenants;

(C) The lienholder maintain the personal property and the space on which the personal property is stored in a manner consistent with the rights and obligations described in the rental agreement that the landlord currently provides to tenants as required by ORS 90.510 (4); and

(D) The lienholder repair any defects in the physical condition of the personal property that existed prior to the lienholder entering into the storage agreement, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with facility standards in effect at the time of placement. The lienholder shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate the agreement by giving at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no greater than the increase for other tenants and the landlord gives the lienholder written notice consistent with the requirements of ORS 90.600.

(f) During the term of an agreement described under this subsection, the lienholder has the right to remove or sell the property, subject to the provisions of the lien. Selling the property includes a sale to a purchaser who wishes to leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the storage agreement, the landlord may terminate the agreement by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder

corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written notice to the landlord and may remove the property from the facility if the lienholder has paid all storage charges and other charges as provided in the agreement.

(h) Upon the failure of a lienholder to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree or the lienholder has sold or removed the property, the landlord may sell or dispose of the property pursuant to this section without further notice to the lienholder.

(21) If the personal property is considered abandoned as a result of the death of a tenant who was the only tenant, this section applies, except as follows:

(a) The provisions of this section regarding the rights and responsibilities of a tenant to the abandoned personal property shall apply to any personal representative named in a will or appointed by a court to act for the deceased tenant or any person designated in writing by the tenant to be contacted by the landlord in the event of the tenant's death.

(b) The notice required by subsection (3) of this section must be:

(A) Sent by first class mail to the deceased tenant at the premises; and

(B) Personally delivered or sent by first class mail to any personal representative or designated person if actually known to the landlord.

(c) The notice described in subsection (5) of this section must refer to any personal representative or designated person, instead of the deceased tenant, and must incorporate the provisions of this subsection.

(d) If a personal representative, designated person or other person entitled to possession of the property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period provided by subsection (6) of this section and so requests, the landlord shall enter into a written storage agreement with the representative or person providing that the personal property may not be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate proceedings, whichever is later. A storage agreement entitles the representative or person to store the personal property on the previously rented space during the term of the agreement, but does not entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may not enter a similar agreement with a lienholder pursuant to subsection (20) of this section until the agreement with the personal representative or designated person ends.

(e) If a personal representative or other person requests that a landlord enter into a storage agreement, subsection (20)(c) to (e) and (g)(C) of this section applies, with the representative or person having the rights and responsibilities of a lienholder with regard to the storage agreement.

(f) During the term of an agreement described under paragraph (d) of this subsection, the representative or person has the right to remove or sell the property, including a sale to a purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also may condition approval for occupancy of any purchaser, heir or devisee of the property upon payment of all unpaid storage charges and maintenance costs.

(g) If the representative or person violates the storage agreement, the landlord may terminate the agreement by giving at least 30 days' written notice to the representative or person stating facts sufficient to notify the representative or person of the reason for the termination. Unless the representative or person corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the representative or person.

(h) Upon the failure of a representative or person to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree or the representative or person has sold or removed the property, the landlord may sell or dispose of the property pursuant to this section without further notice to the representative or person.

(22)(a) If a tenant of a marina makes a timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests, and has not entered into a storage agreement under ORS 90.545 (7), a landlord shall enter into a written storage agreement with the tenant providing that the personal property may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the tenant to store the personal property on the previously rented space during the term of the agreement but does not entitle anyone to occupy the personal property.

(b) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the tenant must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the tenant. The landlord shall give a copy of the proposed storage agreement to the tenant in the same manner as provided by subsection (3) of this section. The landlord may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (3) of this section. A tenant enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period.

(c) The storage agreement may require, in addition to other provisions agreed to by the landlord and the tenant, that:

(A) The tenant make timely periodic payment of all storage charges, as described in subsection (7)(b) of this section, accruing from the commencement of the 45-day period described in subsection (6) of this section. A storage charge may include a utility or service charge, as described in ORS 90.532, if limited to charges for electricity, water, sewer service and natural gas and if incidental to the storage of personal property. A storage charge may not be due more frequently than monthly.

(B) The tenant pay a late charge or fee for failure to pay a storage charge by the date required in the agreement, if the amount of the late charge is no greater than for late charges imposed on facility tenants.

(C) The tenant maintain the personal property and the space on which the personal property is stored in a manner consistent with the rights and obligations described in the rental agreement that the landlord currently provides to tenants as required by ORS 90.510 (4).

(D) The tenant repair any defects in the physical condition of the personal property that existed prior to the tenant entering into the storage agreement, except repair the float of the home, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with facility standards in effect at the time of placement. The tenant shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate the agreement by giving at least 14 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

(d) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no greater than the increase for other tenants and the landlord gives the tenant written notice consistent with the requirements of ORS 90.600.

(e) During the term of an agreement described under this subsection, the tenant has the right to remove or sell the property. Selling the property includes a sale to a purchaser who wishes to leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

(f)(A) Except as provided in paragraph (c)(D) of this subsection, if the tenant violates the storage agreement, the landlord may terminate the agreement by giving at least 90 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for the termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph for failure of the tenant to pay a storage charge and the tenant corrects the violation, if the tenant again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

(C) A tenant may terminate a storage agreement at any time upon at least 14 days' written notice to the landlord and may remove the property from the facility if the tenant has paid all storage charges and other charges as provided in the agreement.

(g) Upon the failure of a tenant to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree, the landlord may sell or dispose of the property pursuant to this section without further notice to the tenant after providing at least 15 days' written notice to any lienholder to enter into a storage agreement under subsection (20) of this section.

[(22)] (23) If a governmental agency determines that the condition of personal property abandoned under this section constitutes an extreme health or safety hazard under state or local law and the agency determines that the hazard endangers others in the facility and requires quick removal of the property, the landlord may sell or dispose of the property pursuant to this subsection. The landlord shall comply with all provisions of this section, except as follows:

(a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal representative or designated person must contact a landlord to arrange for the disposition of the property must be not less than 15 days after personal delivery or mailing of the notice required by subsection (3) of this section.

(b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder, personal representative or designated person must remove the property must be not less than seven days after the tenant, lienholder, personal representative or designated person contacts the landlord.

(c) The notice required by subsection (3) of this section must be as provided in subsection (5) of this section, except that:

(A) The dates and deadlines in the notice for contacting the landlord and removing the property must be consistent with this subsection;

(B) The notice must state that a governmental agency has determined that the property constitutes an extreme health or safety hazard and must be removed quickly; and

(C) The landlord shall attach a copy of the agency's determination to the notice.

(d) If the tenant, a lienholder or a personal representative or designated person does not remove the property within the time allowed, the landlord or a buyer at a sale by the landlord under subsection (11) of this section shall promptly remove the property from the facility.

(e) A landlord is not required to enter into a storage agreement with a lienholder, personal representative or designated person pursuant to subsection (20) of this section.

[(23)(a)] (24)(a) A landlord may sell or dispose of a tenant's abandoned personal property without complying with the provisions of this section if, after termination of the tenancy or no more than seven days prior to the termination of the tenancy, the following parties so agree in a writing entered into in good faith:

(A) The landlord;

(B) The tenant, or for an abandonment as the result of the death of a tenant who was the only tenant, the personal representative, designated person or other person entitled to possession of the personal property, such as an heir or devisee, as described in subsection (21) of this section; and

(C) Any lienholder.

(b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal representative, a designated person or any lienholder to waive any right provided by this section.

[24] (25) Until personal property is conclusively presumed to be abandoned under subsection (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal property.

FACILITY REMEDIES FOR RENTAL AGREEMENT VIOLATIONS

SECTION 37. ORS 90.302 is amended to read:

90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord expense and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement.

(2) A landlord may charge a tenant a fee for each occurrence of the following:

(a) A late rent payment, pursuant to ORS 90.260.

(b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee may not exceed the amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord for processing the dishonored check.

(c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The landlord may charge a fee of up to \$250 unless the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or under ORS 105.836 to 105.842 and 476.725.

(d) The violation of a written pet agreement or of a rule relating to pets in a facility, pursuant to ORS 90.530.

(e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

(A) The landlord may not recover unpaid rent for any period of the fixed term tenancy beyond the date that the landlord knew or reasonably should have known of the abandonment or relinquishment;

(B) The landlord may not recover damages related to the cost of renting the dwelling unit to a new tenant; and

(C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

(3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice described in subparagraph (A) of this paragraph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50 for the second noncompliance within one year after the warning notice for the same or a similar noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. The landlord:

(A) Shall give a tenant a written warning notice that describes:

(i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for the same or similar conduct; and

(ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance, that occurs within one year after the warning notice.

(B) Shall give a tenant a written notice describing the noncompliance when assessing a fee for a second or subsequent noncompliance that occurs within one year after the warning notice.

(C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent noncompliance within 30 days after the act constituting noncompliance.

(D) May terminate a tenancy for a noncompliance consistent with this chapter instead of assessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same noncompliance.

(E) May not deduct a fee assessed pursuant to this subsection from a rent payment for the current or a subsequent rental period.

(b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

(A) The late payment of a utility or service charge that the tenant owes the landlord as described in ORS 90.315.

(B) Failure to clean up pet waste from a part of the premises other than the dwelling unit.

(C) Failure to clean up the waste of a service animal or a companion animal from a part of the premises other than the dwelling unit.

(D) Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit.

(E) Parking violations.

(F) The improper use of vehicles within the premises.

(G) Smoking in a clearly designated nonsmoking unit or area of the premises. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord may not assess this fee before 24 hours after the required warning notice to the tenant.

(H) Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord may not assess this fee before 48 hours after the required warning notice to the tenant.

(4) A landlord may not be required to account for or return to the tenant any fee.

(5) Except as provided in subsection (2)(e) of this section, a landlord may not charge a tenant any form of liquidated damages, however designated.

(6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.392 or 90.630 (1).

(7) This section does not apply to:

(a) Attorney fees awarded pursuant to ORS 90.255;

(b) Applicant screening charges paid pursuant to ORS 90.295;

(c) Charges for improvements or other actions that are requested by the tenant and are not required of the landlord by the rental agreement or by law, including the cost to replace a key lost by a tenant;

(d) Processing fees charged to the landlord by a credit card company and passed through to the tenant for the use of a credit card by the tenant to make a payment when:

(A) The credit card company allows processing fees to be passed through to the credit card holder; and

(B) The landlord allows the tenant to pay in cash or by check;

(e) A requirement by a landlord in a written rental agreement that a tenant obtain and maintain renter's liability insurance pursuant to ORS 90.222; or

(f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit that is within a homeowners association organized under ORS 94.625 or an association of unit owners organized under ORS 100.405, respectively, if:

(A) The assessments are imposed by the association on a landlord who owns a dwelling unit within the association and the landlord passes the assessments through to a tenant of the unit;

(B) The assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association;

(C) The landlord sets forth the assessment requirement in the written rental agreement at the commencement of the tenancy; and

(D) The landlord gives a copy of the assessment the landlord receives from the association to the tenant before or at the time the landlord charges the tenant.

(8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees described in subsection (2) of this section.

(9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to the tenant, except that a marina landlord may not impose a noncompliance fee for parking under subsection (3)(b)(E) of this section.

SECTION 38. ORS 90.630, as amended by section 22, chapter 820, Oregon Laws 2015, is amended to read:

90.630. (1) Except as provided in subsection [(4)] (5) of this section, the landlord may terminate a rental agreement [*that is a month-to-month or fixed term tenancy*] for space for a manufactured dwelling or floating home by giving to the tenant not less than 30 days' notice in writing before the **termination** date designated in the notice, [*for termination*] if the tenant:

(a) **Materially** violates a law [*or ordinance*] related to the tenant's conduct as a tenant, [*including but not limited to a material noncompliance with ORS 90.740*];

(b) **Materially** violates a [*rule or*] rental agreement provision related to the tenant's conduct as a tenant and imposed as a condition of occupancy, [*including but not limited to a material noncompliance with a rental agreement regarding a program of recovery in drug and alcohol free housing*];

(c) Is classified as a level three sex offender under ORS 163A.100 (3); or

(d) Fails to pay a:

(A) Late charge pursuant to ORS 90.260;

(B) Fee pursuant to ORS 90.302; or

(C) Utility or service charge pursuant to ORS 90.534 or 90.536.

(2) A violation making a tenant subject to termination under subsection (1) of this section includes a tenant's failure to maintain the space as required by law, [*ordinance*], rental agreement or rule, but does not include the physical condition of the dwelling or home. Termination of a rental agreement based upon the physical condition of a dwelling or home [*shall only be*] **may only occur** as provided in ORS 90.632.

(3) The notice required by subsection (1) of this section [*shall*] **must** state:

(a) **That the tenancy will terminate on a designated termination date;**

(b) Facts sufficient to notify the tenant of the reasons for termination of the tenancy; [*and state*]

(c) That the tenant may avoid termination by correcting the violation [*as provided in subsection (4) of this section.*] **by a designated date that is:**

(A) **At least 30 days after delivery of the notice; or**

(B) **If the violation involves conduct that was a separate and distinct act or omission and is not ongoing, at least three days after delivery of the notice;**

(d) **If a date to correct is given under paragraph (c)(B) of this subsection, that the violation is conduct that is a separate and distinct violation and that the date designated for correcting the violation is different from the termination date; and**

(e) **At least one possible method by which the tenant may correct the violation.**

(4) **For the purposes of subsection (3) of this section, conduct is ongoing if:**

(a) **The conduct is constant or persistent or has been sufficiently repetitive over time that a reasonable person would consider the conduct to be ongoing; and**

(b) **The violation does not involve a pet or assistance animal.**

~~[(4)]~~ **(5)** ~~[The tenant may avoid termination of the tenancy by correcting]~~ **The tenancy terminates on the termination date unless the tenant corrects** the violation ~~[within the 30-day period specified]~~ **by the designated date** in subsection ~~[(1)]~~ **(3)(c)** of this section. **If the notice fails to designate a date for correcting the violation, the violation must be corrected by the termination date.**

~~[(6)]~~ *[However, if]* **Notwithstanding subsection (3) of this section, if a tenant avoids termination as described in subsection (5) of this section and** substantially the same act or omission that constituted a prior violation of which notice was given recurs within six months after the **termination** date ~~[of]~~ **designated in the original** notice, the landlord may terminate the tenancy upon at least 20 days' written notice **before the termination date designated in the new notice** specifying the violation ~~[and the date of termination of the tenancy]~~ **and stating that the tenant has no right to correct the violation and avoid termination.**

~~[(5)]~~ **(7)** Notwithstanding ~~[subsection (3) or (4)]~~ **subsections (3) to (5)** of this section, a tenant who is given a notice of termination under subsection (1)(c) of this section does not have a right to correct the violation. A notice given to a tenant under subsection (1)(c) of this section must state that the tenant does not have a right to avoid the termination.

~~[(6)]~~ **(8)** This section does not limit a landlord's right to terminate a tenancy ~~[for nonpayment of rent under ORS 90.394 or]~~ for other cause under ~~[ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to 105.168]~~ **this chapter.**

~~[(7)]~~ **(9)** A tenancy terminates on the **termination** date designated in the notice and without regard to the expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

~~[(8)]~~ **(10)** Notwithstanding any other provision of this section ~~[or ORS 90.394, 90.396 or 90.398]~~, the landlord may terminate the rental agreement for space for a manufactured dwelling or floating home because of repeated late payment of rent by giving the tenant not less than 30 days' notice in writing before the **termination** date designated in ~~[that]~~ **the** notice ~~[for termination and may take possession as provided in ORS 105.105 to 105.168]~~ if:

(a) The tenant has not paid the monthly rent prior to the eighth day of the rental period as described in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS 90.394 (2)(b) in at least three of the preceding 12 months and the landlord has given the tenant a nonpayment of rent termination notice pursuant to ORS 90.394 (2) during each of those three instances of nonpayment;

(b) The landlord warns the tenant of the risk of a 30-day notice for termination with no right to correct the cause, upon the occurrence of a third nonpayment of rent termination notice within a 12-month period. The warning must be contained in at least two nonpayment of rent termination notices that precede the third notice within a 12-month period or in separate written notices that are given concurrent with, or a reasonable time after, each of the two nonpayment of rent termination notices; and

(c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause for termination of the tenancy and is given to the tenant concurrent with or after the third or a subsequent nonpayment of rent termination notice.

~~[(9)]~~ **(11)** Notwithstanding subsection ~~[(4)]~~ **(5)** of this section, a tenant who receives a 30-day notice of termination pursuant to subsection ~~[(8)]~~ **(10)** of this section does not have a right to correct the cause for the notice.

~~[(10)]~~ **(12)** The landlord may give a copy of the notice required by subsection ~~[(8)]~~ **(10)** of this section to any lienholder of the manufactured dwelling or floating home by first class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages incurred by the tenant as a result of the landlord giving a copy of the notice in good faith to a lienholder. ~~[A lienholder's rights and obligations regarding an abandoned manufactured dwelling or floating home shall be as provided under ORS 90.675.]~~

FACILITY UTILITY BILLING METHODS

SECTION 39. ORS 90.541 and 90.543 and sections 40 and 41 of this 2019 Act are added to and made a part of ORS 90.531 to 90.539.

SECTION 40. (1) With the approval of the tenants, a landlord of a manufactured dwelling park may amend the rental agreement to convert a tenant's billing for water and wastewater from pro rata billing or rent-included billing to park specific billing only as provided under this section.

(2) Park specific billing must allocate the cost for water and wastewater service fairly among the tenants and may not allow the landlord to collect cumulatively from all tenants more than the provider bills to the landlord, not including any installation or repair costs to the utility service system infrastructure required by the conversion of billing method.

(3)(a) Each space in a park may cast one ballot in a vote.

(b) A landlord may convert to park specific billing only if a majority of the ballots cast in a vote approve a conversion.

(c)(A) A ballot may include two choices:

(i) Conversion to a park specific billing; and

(ii) Conversion to either a pro rata billing or submeter billing.

(B) If the ballot includes two choices, it must explain that a voter may either vote yes for only one choice or may vote no on both choices.

(4) A landlord shall give the notices described in ORS 90.537 (2)(a) at least one month prior to holding a vote under subsection (3) of this section and shall hold a meeting described in ORS 90.537 (2)(c) at least one week prior to holding the vote.

SECTION 41. A landlord, upon 60 days' written notice to a tenant, may unilaterally amend a rental agreement to require a tenant to pay to the landlord, as part of the utility or service charge, a pro rata proportion of any new or increased public service charge billed to the landlord by a utility or service provider or a local government for a public service provided directly or indirectly to the tenant's dwelling unit or to the facility common areas.

SECTION 42. ORS 90.531 is amended to read:

90.531. As used in ORS 90.531 to 90.539:

(1) "Direct billing" means a relationship between the tenant and the utility or service provider in which:

(a) The provider provides the utility or service directly to the tenant's space, including any utility or service line, and bills the tenant directly; and

(b) The landlord does not act as a provider.

(2) "Park specific billing" means a relationship between the manufactured dwelling park landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space; and

(c) The landlord uses a billing method to fairly apportion the utility or service as approved by a majority of the manufactured dwelling park tenants.

(3) "Pro rata billing" means a relationship between the landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and

(c) The landlord bills the tenant for a utility or service charge separately from the rent in an amount determined by apportioning on a pro rata basis the provider's charge to the landlord as measured by a master meter.

(4) "Public service charge" has the meaning given the term in ORS 90.315.

(5) "Rent-included billing" means a relationship between the landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and

(c) The landlord includes the cost of the utility or service in the tenant's rent.

[(1)] **(6)** "Submeter" means a device owned or under the control of a landlord and used to measure a utility or service actually provided to a tenant at the tenant's space.

(7) "Submeter billing" means a relationship between the landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space; and

(c) The landlord uses a submeter to measure the utility or service actually provided to the space and bills the tenant for a utility or service charge for the amount provided.

[(2)] **(8)** "Utility or service" has the meaning given that term in ORS 90.315.

SECTION 43. ORS 90.532 is amended to read:

90.532. (1) Subject to the policies of the utility or service provider **and ORS 90.531 to 90.539**, a landlord may[, *except as provided in subsections (2) to (5) of this section,*] provide for utilities or services to tenants by one or more of the following billing methods:

[(a) *A relationship between the tenant and the utility or service provider in which:*]

[(A) *The provider provides the utility or service directly to the tenant's space, including any utility or service line, and bills the tenant directly; and*]

[(B) *The landlord does not act as a provider.*]

[(b) *A relationship between the landlord, tenant and utility or service provider in which:*]

[(A) *The provider provides the utility or service to the landlord;*]

[(B) *The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and*]

[(C) *The landlord:*]

[(i) *Includes the cost of the utility or service in the tenant's rent; or*]

[(ii) *Bills the tenant for a utility or service charge separately from the rent in an amount determined by apportioning on a pro rata basis the provider's charge to the landlord as measured by a master meter.*]

[(c) *A relationship between the landlord, tenant and utility or service provider in which:*]

[(A) *The provider provides the utility or service to the landlord;*]

[(B) *The landlord provides the utility or service directly to the tenant's space; and*]

[(C) *The landlord uses a submeter to measure the utility or service actually provided to the space and bills the tenant for a utility or service charge for the amount provided.*]

(a) Direct billing;

(b) Rent-included billing;

(c) Pro rata billing;

(d) Submeter billing; and

(e) Park specific billing.

(2) A landlord may not use [a *separately charged*] pro rata [apportionment] billing [method as described in subsection (1)(b)(C)(ii) of this section:]

[(a)] for garbage collection and disposal, unless the pro rata apportionment is based upon the number and size of the garbage receptacles used by the tenant.

[(b) *For water service, if the rental agreement for the dwelling unit was entered into on or after January 1, 2010, unless the landlord was using a separately charged pro rata apportionment billing method for all tenants in the facility immediately before January 1, 2010.*]

[(c) *For sewer service, if sewer service is measured by consumption of water and the rental agreement for the dwelling unit was entered into on or after January 1, 2010, unless the landlord was using a separately charged pro rata apportionment billing method for all tenants in the facility immediately before January 1, 2010.*]

[(3) *Except as allowed by subsection (2) of this section for rental agreements entered into on or after January 1, 2010, a landlord and tenant may not amend a rental agreement to convert water or*

sewer utility and service billing from a method described in subsection (1)(b)(C)(i) of this section to a method described in subsection (1)(b)(C)(ii) of this section.]

[(4) Except as provided in ORS 90.543 (3), a landlord for a manufactured dwelling park containing 200 or more spaces in the facility may not assess a tenant a utility or service charge for water by using the billing method described in subsection (1)(b)(C)(ii) of this section.]

[(5)(a) A landlord of a manufactured dwelling park built after June 23, 2011, may use only the submeter billing method described in subsection (1)(c) of this section for the provision of water.]

[(b) A landlord of a manufactured dwelling park that expands to add spaces after June 23, 2011, may use only the submeter billing method described in subsection (1)(c) of this section for the provision of water to any spaces added in excess of 200.]

[(6)] (3) To assess a tenant for a utility or service charge for any billing period using [the billing method described in subsection (1)(b)(C)(ii) or (c) of this section] **pro rata billing, submeter billing or park specific billing**, the landlord shall give the tenant a written notice, **including notice by electronic means if allowed in the rental agreement's description of the billing method**, stating the amount of the utility or service charge that the tenant is to pay the landlord and the due date for making the payment. The due date may not be before the date of service of the notice. The amount of the charge is determined as described in ORS 90.534 or 90.536 **or section 40 of this 2019 Act**. [If the rental agreement allows delivery of notice of a utility or service charge by electronic means, for purposes of this subsection, "written notice" includes a communication that is transmitted in a manner that is electronic, as defined in ORS 84.004.] If the landlord includes in the notice a statement of the rent due, the landlord shall separately and clearly state the amount of the rent and the amount of the utility or service charge. **Any public service charge included in the utility or service charge under section 41 of this 2019 Act must be itemized separately.**

[(7)] (4) A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.630. A landlord may not give a notice of termination of a rental agreement under ORS 90.630 for nonpayment of a utility or service charge sooner than the eighth day, including the first day the utility or service charge is due, after the landlord gives the tenant the written notice stating the amount of the utility or service charge.

[(8)] (5) The landlord is responsible for maintaining the utility or service system, including any submeter[, consistent with ORS 90.730]. After any installation or maintenance of the system **or submeter** on a tenant's space, the landlord shall restore the space to a condition that is **substantially** the same as or better than the condition of the space before the installation or maintenance.

[(9)] (6) A landlord may not assess a utility or service charge for water unless the water is provided to the landlord by a:

- (a) Public utility as defined in ORS 757.005;
- (b) Municipal utility operating under ORS chapter 225;
- (c) People's utility district organized under ORS chapter 261;
- (d) Cooperative organized under ORS chapter 62;
- (e) Domestic water supply district organized under ORS chapter 264; or
- (f) Water improvement district organized under ORS chapter 552.

[(10)] (7) A landlord that provides utilities or services only to tenants of the landlord in compliance with [this section and ORS 90.534 and 90.536] **ORS 90.531 to 90.539** is not a public utility for purposes of ORS chapter 757.

[(11)] (8) The authority [granted in this section for] **of** a utility or service provider to apply policy regarding the billing methods [described in subsection (1) of this section] does not authorize the utility or service provider to dictate either the amount billed to tenants or the rate at which tenants are billed under ORS [90.534 or 90.536] **90.531 to 90.539**.

SECTION 44. ORS 90.534 is amended to read:

90.534. (1) If **allowed by** a written rental agreement [so provides], a landlord using [the] pro rata billing [method described in ORS 90.532 (1)(b)(C)(ii)] may require a tenant to pay to the landlord a

utility or service charge that *[has been]* **was** billed by a utility or service provider to the landlord for a utility or service provided directly to the tenant's space or to a common area available to the tenant as part of the tenancy. *[A landlord may not unilaterally amend a rental agreement to convert utility and service billing from a method described in ORS 90.532 (1)(b)(C)(i) to a method described in ORS 90.532 (1)(b)(C)(ii).]* **A landlord may include in pro rata billing a public service charge under section 41 of this 2019 Act.**

(2)(a) As used in this subsection, "occupied" means that a tenant resides in the dwelling or home during each month for which the utility or service is billed.

(b) A *[utility or service charge that is assessed on a]* pro rata *[basis]* **billing charge** to tenants for the tenants' spaces under this section must be allocated among the tenants by a method that reasonably apportions the cost among the affected tenants and that is described in the rental agreement.

(c) Methods that reasonably apportion the cost among the tenants include, but are not limited to, methods that divide the cost based on:

(A) The number of occupied spaces in the facility;

(B) The number of tenants or occupants in the dwelling or home compared with the number of tenants or occupants in the facility, if there is a correlation with consumption of the utility or service; or

(C) The square footage in each dwelling, home or space compared with the total square footage of occupied dwellings or homes in the facility **or the square footage of the facility**, if there is a correlation with consumption of the utility or service.

(3) A utility or service charge to be assessed to a tenant for a common area must be described in the written rental agreement separately and distinctly from the utility or service charge for the tenant's space.

(4) A landlord may not:

(a) Bill or collect more money from tenants for utilities or services than the utility or service provider charges the landlord.

(b) Increase the utility or service charge to the tenant by adding any costs of the landlord, such as a handling or administrative charge.

SECTION 45. ORS 90.536 is amended to read:

90.536. (1) If **allowed by** a written rental agreement *[so provides]*, a landlord using *[the]* submeter billing *[method described in ORS 90.532 (1)(c)]* may require a tenant to pay to the landlord a utility or service charge that has been billed by a utility or service provider to the landlord for utility or service provided directly to the tenant's space as measured by a submeter.

(2) A utility or service charge to be assessed to a tenant under this section may consist of **only**:

(a) The cost of the utility or service provided to the tenant's space and under the tenant's control, as measured by the submeter, at a rate no greater than the average rate billed to the landlord by the utility or service provider, not including any base or service charge;

(b) The cost of any sewer service for wastewater as a percentage of the tenant's water charge as measured by a submeter, if the utility or service provider charges the landlord for sewer service as a percentage of water provided;

(c) A pro rata portion of the cost of sewer service for storm water and wastewater if the utility or service provider does not charge the landlord for sewer service as a percentage of water provided;

(d) A pro rata portion of any public service charge assessed to the landlord under section 41 of this 2019 Act;

[(d)] **(e)** A pro rata portion of costs to provide a utility or service to a common area;

[(e)] **(f)** A pro rata portion of any base or service charge billed to the landlord by the utility or service provider, including but not limited to any tax passed through by the provider; and

[(f)] **(g)** A pro rata portion of the cost to read water meters and to bill tenants for water if:

(A) A third party service reads the meters and bills tenants for the landlord; *[and]*

(B) The third party service charge does not include any other costs, including costs for repairs, maintenance, inspections or collection efforts; and

~~[(B)]~~ **(C) The landlord allows the tenants to inspect the third party's billing records as provided by ORS 90.538.**

(3) Except as provided in subsection (2) of this section, the landlord may not bill or collect more money from tenants for utilities or services than the utility or service provider charges the landlord. A utility or service charge to be assessed to a tenant under this section may not include any additional charge, including any costs of the landlord, for the installation or maintenance of the utility or service system or any profit for the landlord.

SECTION 46. ORS 90.537 is amended to read:

90.537. (1) A landlord may unilaterally amend a rental agreement **as provided in this section** to convert a tenant's existing utility or service billing method **for water or wastewater:**

(a) From [a method described in ORS 90.532 (1)(b) to a] rent-included billing or pro rata billing to submeter billing [method described in ORS 90.532 (1)(c).]; or

(b) From rent-included billing to pro rata billing. *[The landlord must give the tenant not less than 180 days' written notice before converting to a submeter billing method.]*

(2) At least one month prior to installing submeters for a billing conversion under subsection (1)(a) of this section or prior to conversion to pro rata billing under subsection (1)(b) of this section, the landlord shall:

(a) Deliver to each tenant a written notice that describes:

(A) The landlord's intention to convert the water billing method;

(B) The proposed new water and wastewater billing method;

(C) The reason for the conversion; and

(D) The process and schedule for the conversion, including the date, time and location of the meeting described in paragraph (c) of this subsection;

(b) Deliver to each tenant a copy of a handout developed by the Housing and Community Services Department that describes the laws regarding utility conversions and billing; and

(c) Meet with the tenants to explain the conversion and answer questions regarding utility and service billing and to distribute a sample utility and service charge statement with an explanation of each entry on the statement.

(3) The department shall prepare a handout described in subsection (2)(b) of this section in consultation with representatives of facility landlords and tenants.

(4)(a) If the landlord converts to submeter billing under this section, after the installation of the submeters and before the landlord may convert to submeter billing, the first three utility billing periods shall serve as a trial period during which the landlord shall give the tenant a mock-up example of the submeter billing for each billing period that shows what the tenant's bill would be using submeter billing.

(b) Following the trial period described in paragraph (a) of this subsection, a landlord is not required to test the submeters for accuracy.

(5) If the landlord converts to pro rata billing under this section, after the conversion and no less frequently than every three years, the landlord shall:

(a) Conduct testing of every portion of any utility or service line for water that serves the common areas and up to the connection to the dwelling or home;

(b) Make the results of any testing available to the tenants; and

(c) Fix any leaks within a reasonable time and consistent with ORS 90.730.

[(2) A landlord must give notice as provided in ORS 90.725 before entering a tenant's space to install or maintain a utility or service line or a submeter that measures the amount of a provided utility or service.]

[(3)] **(6) If the [cost of the tenant's utility or service was included in the rent before the conversion to submeters] landlord converts from rent-included billing to pro rata billing or submeter billing under this section, the landlord shall reduce the tenant's rent on a pro rata basis [upon] beginning with the landlord's first billing of the tenant using the pro rata billing or submeter**

[method. The rent reduction may not be] **billing by no** less than an amount reasonably comparable to the amount of the rent previously allocated to the utility or service cost averaged over at least the [preceding one year] **12-month period of available utility or service billings immediately preceding the first billing following the conversion.** [A landlord may not convert billing to a submeter method less than one year after giving notice of a rent increase, unless the rent increase is an automatic increase provided for in a fixed term rental agreement entered into one year or more before the conversion.] Before the landlord first bills the tenant using [the] **pro rata billing or submeter [method] billing following the conversion,** the landlord shall provide the tenant with written documentation from the utility or service provider showing the landlord's cost for the utility or service provided to the facility during [at least the preceding year] **the 12-month period used to determine the rent reduction. A landlord may offset all or part of a rent reduction required by this subsection against a future rent increase provided in a fixed term rental agreement entered into prior to the delivery of the notice of conversion under subsection (2) of this section.**

[(4)] (7) A landlord that installs submeters [pursuant to] **under** this section may recover from a tenant the cost of installing the submeters, including costs to improve or repair existing utility or service system infrastructure necessitated by the installation of the submeters, only as follows:

(a) By raising the rent, as with any capital expense in the facility, except that the landlord may not raise the rent for this purpose within the first six months after installation of the submeters; or

(b) In a manufactured dwelling park, by imposing a special assessment pursuant to a written special assessment plan adopted unilaterally by the landlord. The plan may include only the landlord's actual costs to be recovered on a pro rata basis from each tenant with payments due no more frequently than monthly over a period of at least 60 months. Payments must be [assessed as part of] **itemized as a separate charge from** the utility or service charge. The landlord must give each tenant a copy of the plan at least 90 days before the first payment is due. Payments may not be due before the completion of the installation, [but] **and** must begin within six months after completion. A new tenant of a space subject to the plan may be required to make payments under the plan. Payments must end when the plan ends. The landlord is not required to provide an accounting of plan payments made during or after the end of the plan.

[(5)] (8) A landlord that converts to [a] submeter billing [method under this section] from [the] **rent-included** billing [method described in ORS 90.532 (1)(b)(C)(i)] **under this section** may unilaterally, and at the same time as the conversion to submeters, convert the billing for common areas to [the] pro rata billing [method described in ORS 90.532 (1)(b)(C)(ii)] by including the change in the notice required by subsection [(1)] (2) of this section. If the landlord continues to use [the] **rent-included** billing [method] for common areas, the landlord may offset against the rent reduction required by subsection [(3)] (6) of this section an amount that reflects the cost of serving the common areas. If the utility or service provider cannot provide an accurate cost for the service to the common areas, the landlord shall assume the cost of serving the common areas to be 20 percent of the total cost billed. This offset is not available if the landlord chooses to bill for the common areas using [the] pro rata [method] **billing.**

[(6)] (9) If storm water service and wastewater service are not measured by the submeter, a landlord that installs submeters to measure water consumption [under this section] and converts to [a] submeter billing [method] from [the] **rent-included** billing [method described in ORS 90.532 (1)(b)(C)(i)] **under this section** may continue to recover the cost of the storm water service or wastewater service in the rent or may unilaterally, and at the same time as the conversion to submeters, convert the billing for the storm water service or wastewater service to [the] pro rata billing [method described in ORS 90.532 (1)(b)(C)(ii)] by including the change in the notice **and meeting** required by subsection [(1)] (2) of this section. If the landlord converts the billing for the storm water service or wastewater service to [the] pro rata billing [method], the landlord must reduce the rent to reflect that charge, as required by subsection [(3)] (6) of this section.

[7] (10) A rental agreement amended under this section [shall] **must** include language that fairly describes the provisions of this section.

[8] (11) If a landlord installs a submeter on an existing utility or service line to a space or common area that is already served by that line, unless the installation causes a system upgrade, a local government may not assess a system development charge as defined in ORS 223.299 as a result of the installation.

SECTION 47. ORS 90.538 is amended to read:

90.538. (1) **If a landlord bills tenants for water using pro rata billing or submeter billing, the landlord shall post the facility water bills in an area accessible to tenants, including on an Internet location.**

[1] (2) A landlord shall, upon written request by the tenant, make available for inspection by the tenant all utility billing records relating to a utility or service charge billed to the tenant **by the landlord** during the preceding year. The landlord shall make the records available to the tenant during normal business hours at an on-site manager's office or at a location agreed to by the landlord and tenant. A tenant may not abuse the right to inspect utility or service charge records or use the right to harass the landlord.

[2] (3) If a landlord fails to comply with a provision of ORS 90.531 to 90.539, the tenant may recover from the landlord [*an amount equal to*] **the greater of:**

(a) One month's [*periodic*] rent; or

(b) Twice the **tenant's actual damages, including any** amount wrongfully charged to the tenant[, *whichever is greater*].

SECTION 47a. ORS 90.539 is amended to read:

90.539. (1) **A landlord using submeter billing may install submeters to measure consumption of a utility or service.**

(2) **After giving notice under ORS 90.725, a landlord may enter a tenant's space to install or maintain a utility or service line or a submeter that measures the amount of a provided utility or service. The installation of a submeter may be at the connection to the space or anywhere within the space, including under the dwelling or home, if the location does not interfere with the tenant's access to the dwelling or home. The landlord shall ensure that the submeter and the water line to which it is attached are adequately insulated or located to prevent the submeter or water line from damage from freezing or weather.**

(3) In addition to any other right of entry granted under ORS 90.725, a landlord or the landlord's agent may enter a tenant's space without consent of the tenant and without notice to the tenant for the purpose of reading a submeter. An entry made under authority of this section is subject to the following restrictions:

[1] (a) The landlord or landlord's agent may not remain on the space for a purpose other than reading the submeter.

[2] (b) The landlord or a landlord's agent may not enter the space more than once per month.

[3] (c) The landlord or landlord's agent may enter the space only at reasonable times between 8 a.m. and 6 p.m.

(4) **Except as provided in ORS 90.537 (4)(a), a landlord is not required to inspect or to test submeters for accuracy.**

(5) **A landlord shall use submeter billing for the provision of water for:**

(a) **A manufactured dwelling park constructed after June 23, 2011.**

(b) **Any spaces added in excess of 200 in an expansion of a manufactured dwelling park after June 23, 2011.**

SECTION 48. ORS 90.543 is amended to read:

90.543. (1) Except as provided in subsections (2) and (3) of this section, a landlord that assesses the tenants of a manufactured dwelling park containing 200 or more spaces in the facility a utility or service charge for water by [*the*] pro rata billing [*method described in ORS 90.532 (1)(b)(C)(ii)*] shall convert the method of assessing the utility or service charge to [*a billing method described in ORS 90.532 (1)(a) or (1)(c)*] **direct billing or submeter billing.** The landlord shall complete the

conversion no later than December 31, 2012. A conversion under this section to [a billing method described in ORS 90.532 (1)(c)] **submeter billing** is subject to ORS 90.537.

(2) A landlord that provides water to a manufactured dwelling park solely from a well or from a source other than those listed in ORS 90.532 [(9)] **(6)** is not required to comply with subsection (1) of this section.

(3) A landlord [that meets the following requirements designed to promote conservation] is not required to comply with subsection (1) of this section **if the landlord:**

[a] *The landlord must:*

[A] **(a)** [Bill] **Bills** for water provided to a space using [the] pro rata billing [method described in ORS 90.532 (1)(b)(C)(ii)] by apportioning the utility provider's charge to tenants [on a pro rata basis,] with [only the following factors being considered in the apportionment], notwithstanding ORS 90.534 (2)(c), **consideration of only:**

[i] **(A)** The number of tenants or occupants in the manufactured dwelling compared with the number of tenants or occupants in the manufactured dwelling park; and

[ii] **(B)** The size of a tenant's space as a percentage of the total area of the manufactured dwelling park.

[B] **(b)** [Base] **Bases** two-thirds of the charge to the tenants on the factor described in [subparagraph (A)(i) of this paragraph] **paragraph (a)(A) of this subsection** and one-third of the charge on the factor described in [subparagraph (A)(ii) of this paragraph] **paragraph (a)(B) of this subsection.**

[C] **(c)** [Determine] **Determines** the number of tenants or occupants in each dwelling unit and in the manufactured dwelling park at least annually.

[b] **(d)** [The landlord must demonstrate] **Demonstrates** significant other conservation measures, including:

(A) Testing for leaks in common areas of the manufactured dwelling park at least annually, repairing significant leaks within a reasonable time and making test results available to tenants;

(B) Testing each occupied manufactured dwelling and space for leaks without charge to a tenant occupying the dwelling at least annually and making test results available to the tenant;

(C) Posting annually in any manufactured dwelling park office and in any common area evidence demonstrating that per capita consumption of water in the manufactured dwelling park is below the area average for single-family dwellings, as shown by data from the local provider of water; and

(D) Taking one or more other reasonable measures to promote conservation of water and to control costs, including educating tenants about water conservation, prohibiting the washing of motor vehicles in the manufactured dwelling park and requiring drip irrigation systems or schedules for watering landscaping.

[c] **(e)** [The landlord must amend] **Amends** the rental agreement of each tenant to describe the provisions of this subsection and subsection (4) of this section and to describe the use of the pro rata billing method with additional conservation measures. The landlord may make the amendment to the rental agreement unilaterally and must provide written notice of the amendment to the tenant at least 60 days before the amendment is effective.

(4) If a landlord subject to this section adopts conservation measures described in subsection (3) of this section to avoid having to comply with subsection (1) of this section:

(a) Notwithstanding ORS 90.539 or 90.725 (2), a tenant must allow a landlord access to the tenant's space and to the tenant's manufactured dwelling so the landlord can test for water leaks as provided by subsection [(3)(b)(B)] **(3)(d)(B)** of this section.

(b) The landlord must give notice consistent with ORS 90.725 (3)(e) before entering the tenant's space or dwelling to test for water leaks.

(c) A [tenant may be required by the] landlord **may require a tenant** to repair a significant leak in the dwelling found by the landlord's test. The tenant [must] **shall** make the necessary repairs within a reasonable time after written notice from the landlord regarding the leak, given the extent of repair needed and the season. The tenant's responsibility for repairs is limited to leaks within the tenant's dwelling and from the connection at the ground under the dwelling into the dwelling. If the

tenant fails to make the repair as required, the landlord may terminate the tenancy pursuant to ORS 90.630.

(d) Notwithstanding ORS 90.730 (3)(c), a landlord [*is responsible for maintaining*] **shall maintain** the water lines within a tenant's space up to the connection with the dwelling, including repairing significant leaks found in a test.

(e) A landlord may use [*the*] pro rata billing [*method described in ORS 90.532 (1)(b)(C)(ii)*] with the allocation factors described in ORS 90.534 (2)(c) for common areas.

(f) Notwithstanding ORS 90.534 (4), a landlord may include in the utility or service charge the cost to read water meters and to bill tenants for water if those tasks are performed by a third party service and the landlord allows the tenants to inspect the third party's billing records as provided by ORS 90.538.

(5) A tenant may file an action for injunctive relief to compel compliance by a landlord with the requirements of subsections (1), (3) and (4) of this section and for actual damages plus at least two months' rent as a penalty for noncompliance by the landlord with subsections (1), (3) and (4) of this section. A landlord is not liable for damages for a failure to comply with the requirements of subsections (1), (3) and (4) of this section if the noncompliance is only a good faith mistake by the landlord in counting the number of tenants and occupants in each dwelling unit or the manufactured dwelling park pursuant to subsection (3)(a) of this section.

SECTION 48a. Sections 40 and 41 of this 2019 Act and the amendments to ORS 90.531, 90.532, 90.534, 90.536, 90.537, 90.538 and 90.543 by sections 42 to 47 and 48 of this 2019 Act apply only to billing methods for which a notice of conversion of a billing method is given on or after the effective date of this 2019 Act.

CONFORMING AMENDMENTS

SECTION 49. ORS 90.100, as amended by section 6, chapter 1, Oregon Laws 2019 (Enrolled Senate Bill 608), is amended to read:

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

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

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

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

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

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

(4) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

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

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

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

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

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

(10) "Domestic violence" means:

- (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or
(b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.
- (11) “Drug and alcohol free housing” means a dwelling unit described in ORS 90.243.
- (12) “Dwelling unit” means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. “Dwelling unit” regarding a person who rents a space for a manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and not the manufactured dwelling, recreational vehicle or floating home itself.
- (13) “Essential service” means:
- (a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:
- (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches for windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and
- (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320, the lack or violation of which creates a serious threat to the tenant’s health, safety or property or makes the dwelling unit unfit for occupancy.
- (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:
- (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any drainage system; and
- (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730, the lack or violation of which creates a serious threat to the tenant’s health, safety or property or makes the rented space unfit for occupancy.
- (14) “Facility” means a manufactured dwelling park or a marina.
- (15) “Fee” means a nonrefundable payment of money.
- (16) “First class mail” does not include certified or registered mail, or any other form of mail that may delay or hinder actual delivery of mail to the recipient.
- (17) “Fixed term tenancy” means a tenancy that has a fixed term of existence, continuing to a specific ending date and terminating on that date without requiring further notice to effect the termination.
- (18) “Floating home” has the meaning given that term in ORS 830.700. “Floating home” includes an accessory building or structure.
- (19) “Good faith” means honesty in fact in the conduct of the transaction concerned.
- (20) “Hazard tree” means a tree that:
- (a) Is located on a rented space in a manufactured dwelling park;
- (b) Measures at least eight inches DBH; and
- (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable risk of causing serious physical harm or damage to individuals or property in the near future.
- (21) “Hotel or motel” means “hotel” as that term is defined in ORS 699.005.
- (22) “Informal dispute resolution” includes **voluntary** consultation between the landlord or landlord’s agent and one or more tenants[,] or **voluntary** mediation utilizing the services of a third party, **but does not include mandatory mediation or arbitration.**
- (23) “Landlord” means the owner, lessor or sublessor of the dwelling unit or the building or premises of which it is a part. “Landlord” includes a person who is authorized by the owner, lessor or sublessor to manage the premises or to enter into a rental agreement.
- (24) “Landlord’s agent” means a person who has oral or written authority, either express or implied, to act for or on behalf of a landlord.
- (25) “Last month’s rent deposit” means a type of security deposit, however designated, the primary function of which is to secure the payment of rent for the last month of the tenancy.

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

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

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

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

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

(31) “Organization” includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

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

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

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

(33) “Person” includes an individual or organization.

(34) “Premises” means:

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

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

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

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

(36) “Recreational vehicle” has the meaning given that term in ORS 446.003.

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

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

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

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

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

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

(43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does not include a tenant who holds over as described in ORS 90.427 (11).

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

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

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

(47) "Tenant":

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

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

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

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

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

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

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

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

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

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

(50) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

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

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

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

(51) "Victim" means:

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

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

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

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

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

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

SECTION 50. ORS 90.155 is amended to read:

90.155. (1) Except as provided in ORS 90.300, 90.315, 90.425 and 90.675, where this chapter requires written notice, service or delivery of that written notice shall be executed by one or more of the following methods:

(a) Personal delivery to the landlord or tenant;

(b) First class mail to the landlord or tenant; or

(c) If a written rental agreement so provides, both first class mail and attachment to a designated location. In order for a written rental agreement to provide for mail and attachment service

of written notices from the landlord to the tenant, the agreement must also provide for such service of written notices from the tenant to the landlord. Mail and attachment service of written notices shall be executed as follows:

(A) For written notices from the landlord to the tenant, the first class mail notice copy shall be addressed to the tenant at the premises and the second notice copy shall be attached in a secure manner to the main entrance to that portion of the premises of which the tenant has possession; and

(B) For written notices from the tenant to the landlord, the first class mail notice copy shall be addressed to the landlord at an address as designated in the written rental agreement and the second notice copy shall be attached in a secure manner to the landlord's designated location, which shall be described with particularity in the written rental agreement, reasonably located in relation to the tenant and available at all hours.

(2) If a notice is served by mail, the minimum period for compliance or termination of tenancy, as appropriate, shall be extended by three days, and the notice shall include the extension in the period provided.

(3) A landlord or tenant may utilize alternative methods of notifying the other so long as the alternative method is in addition to one of the service methods described in subsection (1) of this section.

(4) [Notwithstanding ORS 90.510 (4),] After 30 days' written notice, a landlord may unilaterally amend a rental agreement for a manufactured dwelling or floating home that is subject to ORS 90.505 to 90.850 to provide for service or delivery of written notices by mail and attachment service as provided by subsection (1)(c) of this section.

SECTION 51. ORS 90.300 is amended to read:

90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the

dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

- (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 [(23)] (24);
- (b) Removal of the manufactured dwelling or floating home from the rented space;
- (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675 (10)(b); or
- (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675 (10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

- (a) Withheld without a written accounting under subsection (12) of this section; or
- (b) Withheld in bad faith.

(17)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter.

SECTION 52. ORS 90.545 is amended to read:

90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically renews as a month-to-month tenancy having the same terms and conditions, other than duration and rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

(2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement a written statement that summarizes any new or revised terms, conditions, rules or regulations.

(3) Notwithstanding ORS 90.610 [(3)] (2), a landlord's proposed new rental agreement may include new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules or regulations:

(a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agreement; or

(B) Are the same as those offered to new or prospective tenants in the facility at the time the proposed agreement is submitted to the tenant and for the six-month period preceding the submission of the proposed agreement or, if there have been no new or prospective tenants during the six-month period, are the same as are customary for the rental market;

(b) Are consistent with the rights and remedies provided to tenants under this chapter, including the right to keep a pet pursuant to ORS 90.530;

(c) Do not relate to the age, size, style, construction material or year of construction of the manufactured dwelling or floating home contrary to ORS 90.632 (2); and

(d) Do not require an alteration of the manufactured dwelling or floating home or alteration or new construction of an accessory building or structure.

(4) A tenant shall accept or reject a landlord's proposed new rental agreement at least 30 days prior to the ending of the term by giving written notice to the landlord.

(5) If a landlord fails to submit a proposed new rental agreement as provided by subsection (2) of this section, the tenancy renews as a month-to-month tenancy as provided by subsection (1) of this section.

(6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agreement as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending date without further notice and the landlord may take possession by complying with ORS 105.105 to 105.168.

(7) If a tenancy terminates under conditions described in subsection (6) of this section, and the tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement with the landlord, with the tenant having the same rights and responsibilities as a lienholder under ORS 90.675 (20), except that the landlord may limit the term of the storage agreement to not exceed six months. Unless the parties agree otherwise, the storage agreement must commence upon the date of the termination of the tenancy. The rights under ORS 90.675 of any lienholder are delayed until the end of the tenant storage agreement.

SECTION 53. ORS 90.510 is amended to read:

90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written statement of policy to prospective and existing tenants. The purpose of the statement of policy is to provide disclosure of the landlord's policies to prospective tenants and to existing tenants who have not previously received a statement of policy. The statement of policy is not a part of the rental agreement. The statement of policy shall provide all of the following information in summary form:

(a) The location and approximate size of the space to be rented.

(b) The federal fair-housing age classification and present zoning that affect the use of the rented space.

(c) The facility policy regarding rent adjustment and a rent history for the space to be rented. The rent history must, at a minimum, show the rent amounts on January 1 of each of the five preceding calendar years or during the length of the landlord's ownership, leasing or subleasing of the facility, whichever period is shorter.

(d) The personal property, services and facilities that are provided by the landlord.

(e) The installation charges that are imposed by the landlord and the installation fees that are imposed by government agencies.

(f) The facility policy regarding rental agreement termination including, but not limited to, closure of the facility.

(g) The facility policy regarding facility sale.

(h) The facility policy regarding **mandatory mediation under section 8 of this 2019 Act and informal dispute resolution, if any, under ORS 446.547.**

(i) The utilities and services that are available, the name of the person furnishing them and the name of the person responsible for payment.

(j) The facility policy regarding methods of billing for utilities and services as described in ORS 90.531 to 90.539.

[(j)] **(k)** If a tenants' association exists for the facility, a one-page summary about the tenants' association. The tenants' association shall provide the summary to the landlord.

[(k)] **(L)** Any facility policy regarding the removal of a manufactured dwelling, including a statement that removal requirements may impact the market value of a dwelling.

[(L)] **(m)** Any facility policy regarding the planting of trees on the rented space for a manufactured dwelling.

(2) The rental agreement and the facility rules and regulations [*shall*] **must** be attached as an exhibit to the statement of policy. If the recipient of the statement of policy is a tenant, the rental

agreement attached to the statement of policy must be a copy of the agreement entered by the landlord and tenant.

(3) The landlord shall give:

(a) Prospective tenants a copy of the statement of policy before the prospective tenants sign rental agreements;

(b) Existing tenants who have not previously received a copy of the statement of policy and who are on month-to-month rental agreements a copy of the statement of policy at the time a 90-day notice of a rent increase is issued; and

(c) All other existing tenants who have not previously received a copy of the statement of policy a copy of the statement of policy upon the expiration of their rental agreements and before the tenants sign new agreements.

(4) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written rental agreement, except as provided by ORS 90.710 (2)(d). The agreement must be signed by the landlord and tenant and may not be [*unilaterally*] amended by one of the parties to the contract except by:

(a) Mutual agreement of the parties;

(b) [*Actions taken pursuant to ORS*] **The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530, 90.533, 90.537, 90.543 (3), 90.600, 90.610, 90.643, 90.725 (3)(f) and (7) or 90.727 or section 8 (9) of this 2019 Act;** or

(c) Those provisions required by changes in statute or ordinance.

(5) The **rental** agreement required by subsection (4) of this section must specify:

(a) The location and approximate size of the rented space[;].

(b) The federal fair-housing age classification[;].

(c) The rent per month[;].

(d) All personal property, services and facilities [*to be*] provided by the landlord[;].

(e) All security deposits, fees and installation charges imposed by the landlord[;].

(f) Any facility policy regarding the planting of trees on the rented space for a manufactured dwelling[;].

(g) Improvements that the tenant may or must make to the rental space, including plant materials and landscaping[;].

(h) Provisions for dealing with improvements to the rental space at the termination of the tenancy[;].

(i) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling or floating home as a tenant in the event the tenant elects to sell the home. Those conditions must be in conformance with state and federal law and may include, but are not limited to, conditions as to pets, number of occupants and screening or admission criteria[;].

(j) That the tenant may not sell the tenant's manufactured dwelling or floating home to a person who intends to leave the manufactured dwelling or floating home on the rental space until the landlord has accepted the person as a tenant[;].

(k) The term of the tenancy[;].

(L) The process by which the rental agreement or rules and regulations may be changed [, *which shall identify that the rules and regulations may be changed with 60 days' notice unless tenants of at least 51 percent of the eligible spaces file an objection within 30 days; and*] **that is consistent with ORS 90.610.**

(m) The process by which the landlord or tenant shall give notices.

(n) That either party may request no-cost mandatory mediation of disputes through the Housing and Community Services Department or a dispute resolution program described in ORS 36.155 and the process by which mandatory mediation is initiated and conducted that is consistent with section 8 of this 2019 Act.

(6) Every landlord who rents a space for a manufactured dwelling or floating home shall provide rules and regulations concerning the tenant's use and occupancy of the premises. A violation of the rules and regulations may be cause for termination of a rental agreement. However, this subsection

does not create a presumption that all rules and regulations are identical for all tenants at all times. A rule or regulation [*shall be*] is enforceable against the tenant only if:

(a) The rule or regulation:

(A) Promotes the convenience, safety or welfare of the tenants;

(B) Preserves the landlord's property from abusive use; or

(C) Makes a fair distribution of services and facilities held out for the general use of the tenants.

(b) The rule or regulation:

(A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;

(B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant shall do or may not do to comply; and

(C) Is not for the purpose of evading the obligations of the landlord.

(7)(a) A landlord who rents a space for a manufactured dwelling or floating home may adopt a rule or regulation regarding occupancy guidelines. If adopted, an occupancy guideline in a facility must be based on reasonable factors and not be more restrictive than limiting occupancy to two people per bedroom.

(b) As used in this subsection:

(A) [*Reasonable factors may include but are not limited to*] **Factors to be considered in determining reasonableness include:**

(i) The size of the dwelling.

(ii) The size of the rented space.

(iii) Any discriminatory impact [*for reasons identified in*] **as described in ORS 659A.421 and 659A.425.**

(iv) Limitations placed on utility services governed by a permit for water or sewage disposal.

(B) "Bedroom" means a room that is intended to be used primarily for sleeping purposes and does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas.

(8) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this section is cause for suit or action to remedy the violation or to recover actual damages. The prevailing party is entitled to reasonable attorney fees and court costs.

(9) A receipt signed by the potential tenant or tenants for documents required to be delivered by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord in an action against the landlord for nondelivery of the documents.

(10) A suit or action arising under subsection (8) of this section must be commenced within one year after the discovery or identification of the alleged violation.

(11) Every landlord who publishes a directory of tenants and tenant services must include a one-page summary regarding any tenants' association. The tenants' association shall provide the summary to the landlord.

SECTION 54. ORS 90.533 is amended to read:

90.533. (1) A landlord may unilaterally amend a rental agreement to convert the method of billing a tenant for garbage collection and disposal from [*a method described in ORS 90.532 (1)(b)*] **rent-included billing or pro rata billing** to a **billing** method in which the service provider:

(a) Supplies garbage receptacles;

(b) Collects and disposes of garbage; and

(c)(A) Bills the tenant directly; or

(B) Bills the landlord, who then bills the tenant based upon the number and size of the receptacles used by the tenant.

(2) A landlord shall give a tenant not less than 180 days' written notice before converting a billing method under subsection (1) of this section.

(3) If the cost of garbage service was included in the rent before the conversion of a billing method under subsection (1) of this section, the landlord shall reduce the tenant's rent upon the first billing of the tenant under the new billing method. The rent reduction may not be less than an

amount reasonably comparable to the amount of rent previously allocated for garbage collection and disposal costs averaged over at least the preceding year. Before the conversion occurs, the landlord shall provide the tenant with written documentation from the service provider showing the landlord's cost for the garbage collection and disposal service provided to the facility during at least the preceding year.

(4) A landlord may not convert a billing method under subsection (1) of this section less than one year after giving notice of a rent increase, unless the rent increase is an automatic increase provided for in a fixed term rental agreement entered into one year or more before the conversion.

SECTION 55. ORS 90.555 is amended to read:

90.555. (1) A facility tenant may not rent the tenant's manufactured dwelling or floating home to another person for a period exceeding three days unless the facility landlord, facility tenant and dwelling or home renter enter into a written subleasing agreement specifying the rights and obligations of the landlord, tenant and renter during the renter's occupancy of the dwelling or home. The subleasing agreement shall include, but need not be limited to, provisions that require the dwelling or home renter to timely pay directly to the facility landlord the space rent, any separately assessed fees payable under the rental agreement and any separately billed utility or service charge described in ORS [90.532 (1)(b) or (c)] **90.531 to 90.539**, and provisions that grant the dwelling or home renter the same rights as the facility tenant to cure a violation of the rental agreement for the facility space, to require facility landlord compliance with ORS 90.730 and to be protected from retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to rent a manufactured dwelling or floating home to another person in violation of the rental agreement between the facility tenant and the facility landlord.

(2) Notwithstanding ORS 90.100 (47), a facility tenant who enters into a subleasing agreement continues to be the tenant of the facility space and retains all rights and obligations of a facility tenant under the rental agreement and this chapter. The occupancy of a manufactured dwelling or floating home by a renter as provided in a subleasing agreement does not constitute abandonment of the dwelling or home by the facility tenant.

(3) The rights and obligations of the dwelling or home renter under a subleasing agreement are in addition to the rights and obligations retained by the facility tenant under subsection (2) of this section. The rights and obligations of the dwelling or home renter under the subleasing agreement are separate from any rights or obligations of the renter under ORS 90.100 to 90.465 applicable to the renter's occupancy of the manufactured dwelling or floating home owned by the facility tenant.

(4) Unless otherwise provided in the subleasing agreement, a facility landlord may terminate a subleasing agreement:

(a) Without cause by giving the dwelling or home renter written notice not less than 30 days prior to the termination;

(b) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the renter the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or

(c) Subject to the cure right established in subsection (1) of this section and regardless of whether the landlord terminates the rental agreement of the facility tenant:

(A) For nonpayment of facility space rent; or

(B) For any conduct by the dwelling or home renter that would be a violation of the rental agreement under ORS 90.396 or 90.398 if committed by the facility tenant.

(5) Upon termination of a subleasing agreement by the facility landlord, whether with or without cause, the dwelling or home renter and the facility tenant are excused from continued performance under any agreement for the renter's occupancy of the manufactured dwelling or floating home owned by the facility tenant.

(6)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the facility tenant of a rental agreement violation, of a law or ordinance violation or of the facility's closure, conversion or sale, the landlord shall also promptly give a copy of the notice to the dwelling or home renter. The giving of notice to the dwelling or home renter does not constitute notice to

the facility tenant unless the tenant has expressly appointed the renter as the tenant's agent for purposes of receiving notice.

(b) If the facility landlord gives notice to the dwelling or home renter that the landlord is terminating the subleasing agreement, the landlord shall also promptly give a copy of the notice to the facility tenant. The landlord shall give the notice to the facility tenant in the same manner as for giving notice of a rental agreement violation.

(c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwelling or floating home, the tenant shall also promptly give a copy of the notice to the dwelling or home renter.

(d) If the dwelling or home renter gives notice to the facility landlord of a violation of ORS 90.730, the renter shall also promptly give a copy of the notice to the facility tenant.

(7) If the rental agreement permits the facility tenant to sublease the tenant's manufactured dwelling or floating home, the landlord shall apply to the dwelling or home renter credit and conduct screening criteria that is substantially similar to the credit and conduct screening criteria the landlord applies to applicants for a tenancy of a dwelling or home that is either owned by the landlord or on consignment with the landlord under ORS 90.680.

SECTION 56. ORS 90.600, as amended by section 3, chapter 1, Oregon Laws 2019 (Enrolled Senate Bill 608), is amended to read:

90.600. (1) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.

(2) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

(a) Without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase; and

(b) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent.

(3) The written notice required by subsection (2)(a) of this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection (4) of this section, if the increase is above the amount allowed in subsection (2)(b) of this section; and

(d) The date on which the increase becomes effective.

(4) A landlord is not subject to subsection (2)(b) of this section when:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The landlord is providing reduced rent to the tenant as part of a federal, state or local program or subsidy.

(5) A landlord that increases rent in violation of subsection (2)(b) of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

(6) This section does not create a right to increase rent that does not otherwise exist.

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

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

(9)(a) The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss

the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days.

(b) The tenants' committee [*is*] **may be** entitled to informal dispute resolution [*in accordance with*] **under** ORS 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection.

SECTION 57. ORS 90.643 is amended to read:

90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is converted pursuant to ORS 92.830 to 92.845:

(a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of any tenancy on any space in the park or any lot in the planned community subdivision of manufactured dwellings.

(b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling park ceases to exist, notwithstanding the possibility that four or more lots in the planned community subdivision may be available for rent.

(2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes the park as a result of the conversion, ORS 90.645 applies to the closure.

(3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not close the park as a result of the conversion:

(a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2), the landlord shall pay the tenant as provided in ORS 90.645 (1).

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

(A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the use and occupancy of the subdivision lot until the declarant turns over administrative control of the planned community subdivision of manufactured dwellings to a homeowners association pursuant to ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws, rules and regulations of the homeowners association at least 60 days before the turnover meeting described in ORS 94.609.

(B) ORS 90.530 applies regarding pets.

(C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

(D) ORS 90.600 (1) to (4) applies to an increase in rent.

(E) ORS 90.620 applies to a termination by a tenant.

(F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in the planned community subdivision occupied by a tenant to someone other than the tenant is a good cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the landlord must give written notice of termination that states the cause of termination at least 180 days before termination.

(G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition of the manufactured dwelling.

(H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

(I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot also.

(J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680 or 90.765.

(K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

(L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a habitable condition.

(M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

(N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political signs.

(O) ORS 90.765 applies to retaliatory conduct by a landlord.

(P) ORS 90.771 applies to the confidentiality of information provided to the [*Office of Manufactured Dwelling Park Community Relations of the*] Housing and Community Services Department about disputes.

SECTION 58. ORS 90.645 is amended to read:

90.645. (1)(a) If a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space:

(A) By giving the tenant not less than 365 days' notice in writing before the date designated in the notice for termination; and

(B) By paying a tenant, for each space for which a rental agreement is terminated, one of the following amounts:

(i) \$6,000 if the manufactured dwelling is a single-wide dwelling;

(ii) \$8,000 if the manufactured dwelling is a double-wide dwelling; or

(iii) \$10,000 if the manufactured dwelling is a triple-wide or larger dwelling.

(b) The [*Office of Manufactured Dwelling Park Community Relations of the*] Housing and Community Services Department shall establish by rule a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect inflation.

(2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling park under this section as a result of converting the park to a subdivision under ORS 92.830 to 92.845, the landlord:

(a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in writing before the date designated in the notice for termination.

(b) Is not required to make a payment under subsection (1) of this section to a tenant who:

(A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not move the dwelling; or

(B) Sells the manufactured dwelling to a person who buys the space or lot.

(3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

(a) State that the landlord is closing the park, or a portion of the park, and converting the land or leasehold to a different use;

(b) Designate the date of closure; and

(c) Include the tax credit notice described in ORS 90.650.

(4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant the full amount required under subsection (1) of this section regardless of whether the tenant relocates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the payment amount to the tenant within seven days after receiving from the tenant the notice described in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven days after the tenant ceases to occupy the space.

(5) Notwithstanding subsection (1) of this section:

(a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days' written notice of the date within the 365-day period on which the tenant will cease tenancy, whether by relocation or abandonment of the manufactured dwelling.

(b) If the manufactured dwelling is abandoned:

(A) The landlord may condition the payment required by subsection (1) of this section upon the tenant waiving any right to receive payment under ORS 90.425 or 90.675.

(B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufactured dwelling.

(6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of the manufactured dwelling park prior to the end of the 365-day notice period.

(b) A landlord may charge a tenant for rent for any period during which the tenant occupies the space and may deduct from the payment amount required by subsection (1) of this section any unpaid moneys owed by the tenant to the landlord.

(7) A landlord may not increase the rent for a manufactured dwelling park space after giving a notice of termination under this section to the tenant of the space.

(8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to 105.168.

(9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no later than 15 days after the landlord receives notice of the exercise of eminent domain or of the agency order. The notice to the tenants shall be in writing, designate the date of closure, state the reason for the closure, describe the tax credit available under section 17, chapter 906, Oregon Laws 2007, and any government relocation benefits known by the landlord to be available to the tenants and comply with any additional content requirements under ORS 90.650.

SECTION 59. ORS 90.645, as amended by section 2a, chapter 906, Oregon Laws 2007, and section 2, chapter 198, Oregon Laws 2017, is amended to read:

90.645. (1)(a) If a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space:

(A) By giving the tenant not less than 365 days' notice in writing before the date designated in the notice for termination; and

(B) By paying a tenant, for each space for which a rental agreement is terminated, one of the following amounts:

(i) \$6,000 if the manufactured dwelling is a single-wide dwelling;

(ii) \$8,000 if the manufactured dwelling is a double-wide dwelling; or

(iii) \$10,000 if the manufactured dwelling is a triple-wide or larger dwelling.

(b) The [*Office of Manufactured Dwelling Park Community Relations of the*] Housing and Community Services Department shall establish by rule a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect inflation.

(2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling park under this section as a result of converting the park to a subdivision under ORS 92.830 to 92.845, the landlord:

(a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in writing before the date designated in the notice for termination.

(b) Is not required to make a payment under subsection (1) of this section to a tenant who:

(A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not move the dwelling; or

- (B) Sells the manufactured dwelling to a person who buys the space or lot.
- (3) A notice given under subsection (1) or (2) of this section shall, at a minimum:
- (a) State that the landlord is closing the park, or a portion of the park, and converting the land or leasehold to a different use;
 - (b) Designate the date of closure; and
 - (c) Include the tax notice described in ORS 90.650.
- (4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant the full amount required under subsection (1) of this section regardless of whether the tenant relocates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the payment amount to the tenant within seven days after receiving from the tenant the notice described in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven days after the tenant ceases to occupy the space.
- (5) Notwithstanding subsection (1) of this section:
- (a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days' written notice of the date within the 365-day period on which the tenant will cease tenancy, whether by relocation or abandonment of the manufactured dwelling.
 - (b) If the manufactured dwelling is abandoned:
 - (A) The landlord may condition the payment required by subsection (1) of this section upon the tenant waiving any right to receive payment under ORS 90.425 or 90.675.
 - (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufactured dwelling.
- (6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of the manufactured dwelling park prior to the end of the 365-day notice period.
- (b) A landlord may charge a tenant for rent for any period during which the tenant occupies the space and may deduct from the payment amount required by subsection (1) of this section any unpaid moneys owed by the tenant to the landlord.
- (7) A landlord may not increase the rent for a manufactured dwelling park space after giving a notice of termination under this section to the tenant of the space.
- (8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to 105.168.
- (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no later than 15 days after the landlord receives notice of the exercise of eminent domain or of the agency order. The notice to the tenants shall be in writing, designate the date of closure, state the reason for the closure, describe any government relocation benefits known by the landlord to be available to the tenants and comply with any additional content requirements under ORS 90.650.
- (10) The [*Office of Manufactured Dwelling Park Community Relations*] **department** shall adopt rules establishing a sample form for the notice described in subsection (3) of this section.

SECTION 60. ORS 90.650 is amended to read:

90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is closed, resulting in the termination of the rental agreement between the landlord of the park and a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord shall provide notice to the tenant of the tax credit provided under section 17, chapter 906, Oregon Laws 2007. The notice shall state the eligibility requirements for the credit, information on how to apply for the credit and any other information required by the [*Office of Manufactured Dwelling Park Community Relations*] **Housing and Community Services Department** or the Department of Revenue by rule. The notice shall also state that the closure may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.

(2) The [office] **Housing and Community Services Department** shall adopt rules establishing a sample form for the notice described in this section and the notice described in ORS 90.645 (3).

(3) The Department of Revenue, in consultation with the [office] **Housing and Community Services Department**, shall adopt rules establishing a sample form and explanation for the property tax assessment appeal.

(4) The [office] **Housing and Community Services Department** may adopt rules to administer this section.

SECTION 61. ORS 90.650, as amended by section 7a, chapter 906, Oregon Laws 2007, is amended to read:

90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is closed, resulting in the termination of the rental agreement between the landlord of the park and a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord shall provide notice to the tenant that the closure may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.

(2) The Department of Revenue, in consultation with the [Office of Manufactured Dwelling Park Community Relations] **Housing and Community Services Department**, shall adopt rules establishing a sample form and explanation for the property tax assessment appeal.

(3) The [office] **Housing and Community Services Department** may adopt rules to administer this section.

SECTION 62. ORS 90.655 is amended to read:

90.655. (1) A landlord that gives a notice of termination under ORS 90.645 shall, at the same time, send one copy of the notice to the [Office of Manufactured Dwelling Park Community Relations] **Housing and Community Services Department** by first class mail. The landlord shall, at the same time, send a copy of the notice, both by first class mail and by certified mail with return receipt requested, for each affected manufactured dwelling, to any person:

(a) That is not a tenant; and

(b)(A) That the landlord actually knows to be an owner of the manufactured dwelling; or

(B) That has a lien recorded in the title or ownership document records for the manufactured dwelling.

(2) A landlord that terminates rental agreements for manufactured dwelling park spaces under ORS 90.645 shall, no later than 60 days after the manufactured dwelling park or portion of the park closes, report to the [office] **department**:

(a) The number of dwelling unit owners who moved their dwelling units out of the park; and

(b) The number of dwelling unit owners who abandoned their dwelling units at the park.

SECTION 63. ORS 90.771 is amended to read:

90.771. (1) In order to foster the role of the [Office of Manufactured Dwelling Park Community Relations] **Housing and Community Services Department** in mediating and resolving disputes between landlords and tenants of manufactured dwelling and floating home facilities, the [Housing and Community Services] department shall establish procedures to maintain the confidentiality of information received by the [office] **department** pertaining to individual landlords and tenants of facilities and to landlord-tenant disputes. The procedures must comply with the provisions of this section.

(2) Except as provided in subsection (3) of this section, the department shall treat as confidential and not disclose:

(a) The identity of a landlord, tenant or complainant involved in a dispute or of a person who provides information to the department in response to a department investigation of a dispute;

(b) Information provided to the department by a landlord, tenant, complainant or other person relating to a dispute; or

(c) Information discovered by the department in investigating a dispute.

(3) The department may disclose:

(a) Information described in subsection (2) of this section to a state agency; and

(b) Information described in subsection (2) of this section if the landlord, tenant, complainant or other person who provided the information being disclosed, or the legal representative thereof, consents orally or in writing to the disclosure and specifies to whom the disclosure may be made. Only the landlord, tenant, complainant or other person who provided the information to the department may authorize or deny the disclosure of the information.

(4) This section does not prohibit the department from compiling and disclosing examples and statistics that demonstrate information such as the type of dispute, frequency of occurrence and geographical area where the dispute occurred if the identity of the landlord, tenant, complainant and other persons are protected.

SECTION 64. ORS 92.840 is amended to read:

92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative plan, the declarant may negotiate to sell a lot for which approval is required under ORS 92.830 to 92.845.

(2) Prior to the sale of a lot, the declarant shall offer to sell the lot to the tenant who occupies the lot. The offer required under this subsection:

(a) Terminates 60 days after receipt of the offer by the tenant or upon written rejection of the offer, whichever occurs first; and

(b) Does not constitute a notice of termination of the tenancy.

(3) For 60 days after termination of the offer required under subsection (2) of this section, the declarant may not sell the lot to a person other than the tenant at a price or on terms that are more favorable to the purchaser than the price or terms that were offered to the tenant.

(4) After the manufactured dwelling park or mobile home park has been submitted for subdivision under ORS 92.830 to 92.845 and until a lot is offered for sale in accordance with subsection (2) of this section, the declarant shall notify a prospective tenant, in writing, prior to the commencement of the tenancy, that the park has been submitted for subdivision and that the tenant is entitled to receive an offer to purchase the lot under subsection (2) of this section.

(5) Prior to the sale of a lot in a subdivision created by conversion of the park, the declarant must provide the tenant or other potential purchaser of the lot with information about the homeowners association formed by the declarant as required by ORS 94.625. The information must, at a minimum, include the association name and type and any rights set forth in the declaration required by ORS 94.580.

(6) The declarant may not begin improvements or rehabilitation to the lot during the period described in the landlord's notice of termination under ORS 90.645 without the permission of the tenant.

(7) The declarant may begin improvements or rehabilitation to the common property as defined in the declaration during the period described in the landlord's notice of termination under ORS 90.645.

(8) If the tenant does not buy the lot occupied by the tenant's manufactured dwelling or mobile home, the declarant and the tenant may continue the tenancy on the lot after approval of the tentative plan. The rights and responsibilities of tenants who continue their tenancy on the lot in the planned community subdivision of manufactured dwellings are set out in ORS 90.643.

(9) After approval of the tentative plan and the period provided by subsection (2)(a) of this section, the declarant shall promptly:

(a) Notify the [*Office of Manufactured Dwelling Park Community Relations of the*] Housing and Community Services Department of the approval.

(b) Provide the [*office*] **department** with a street address for each lot in the planned community subdivision of manufactured dwellings that remains available for rental use.

(10) Nothing in this section prevents the declarant from terminating a tenancy in the park in compliance with ORS 90.630, 90.632 and 90.645. However, the declarant shall make the offer required under subsection (2) of this section to a tenant whose tenancy is terminated after approval of the tentative plan unless the termination is for cause under ORS 90.392, 90.394, 90.396, 90.630 (1) or (8) or 90.632.

SECTION 65. ORS 93.643 is amended to read:

93.643. (1) To give constructive notice of an interest in real property, a person must have documentation of the interest recorded in the indices maintained under ORS 205.130 in the county where the property is located. Such recordation, and no other record, constitutes constructive notice to any person of the existence of the interest, except:

(a) Constructive notice may be given as provided in ORS 311.405 [and 446.515 to 446.547] and ORS chapters 87, 450, 451, 452, 453, 454, 455 and 456 and local government charters; or

(b) A city may give constructive notice of a governmental lien by maintaining a record of the lien in an electronic medium that is accessible online during the regular business hours of the city.

(2) Notwithstanding subsection (1) of this section:

(a) A judgment lien attaches to real property of the judgment debtor as provided in ORS chapter 18.

(b) A lien shall be created against all real property of the person named in an order or warrant as provided in ORS 205.125 if the order or warrant is recorded in the County Clerk Lien Record.

(c) Constructive notice of either a local improvement district estimated assessment or a system development charge installment payment contract pursuant to ORS 223.290, created after September 9, 1995, is given only by one of the following methods:

(A) By recording the notice of estimated assessment or the acceptance of the system development charge installment payment contract in the indices maintained under ORS 205.130 in the county in which the property is located. The recording shall include a description of real property in the manner prescribed in ORS 93.600. The city shall continue to maintain the bond lien docket as prescribed in ORS 223.230. The bond lien docket shall include a reference to the county recording by a document fee number or book and page number.

(B) By recording the notice of estimated assessment or the acceptance of the system development charge installment payment contract through an online electronic medium. The electronic lien record shall be the controlling lien record, to the exclusion of any informational recording made by the city in county indices. The city informational recording shall include a clear statement of the purpose of the recording and a reference to the location of the electronic lien record.

(3) A city that maintains records through an online electronic medium shall comply with the following requirements:

(a) Each lien record shall consist of the effective date of the recording, a reference to the location of source documents or files, a description of real property in the manner prescribed in ORS 93.600, a site address, if appropriate, a state property identification number or county property tax identification number, a lien account number or other account identifier, the amount of the estimated assessment or system development charge installment payment contract, the final assessment in the case of a local improvement assessment district and the current amount of principal balance.

(b) Lien records shall be accessible through the online electronic medium to any individual or organization by mutual agreement with the city. Users of the online electronic medium shall be authorized to access the lien records from equipment maintained at sites of their choosing.

(4) Recording of the satisfaction of a local improvement district assessment or system development charge installment payment contract shall be made in the same location as the original recording, either in the indices maintained under ORS 205.130 or in the lien docket maintained through an electronic medium as provided in this section.

(5) A city that establishes an electronic lien record as authorized by this section shall record in the County Clerk Lien Record maintained under ORS 205.130 a statement that indicates the date and time at which the electronic lien record takes priority over the County Clerk Lien Record and that describes the methods by which the electronic lien records of the city are made accessible.

SECTION 66. ORS 90.725 is amended to read:

90.725. (1) As used in this section:

(a) "Emergency" includes but is not limited to:

(A) A repair problem that, unless remedied immediately, is likely to cause serious physical harm or damage to individuals or property.

(B) The presence of a hazard tree on a rented space in a manufactured dwelling park.

(b) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the space.

(c) "Yard maintenance, equipment servicing or grounds keeping" includes, but is not limited to, servicing individual septic tank systems or water pumps, weeding, mowing grass and pruning trees and shrubs.

(2) A landlord or a landlord's agent may enter onto a rented space, not including the tenant's manufactured dwelling or floating home or an accessory building or structure, to:

(a) Inspect the space;

(b) Make necessary or agreed repairs, decorations, alterations or improvements;

(c) Inspect or maintain trees;

(d) Supply necessary or agreed services;

(e) Perform agreed yard maintenance, equipment servicing or grounds keeping; [or]

(f) Exhibit the space to prospective or actual purchasers of the facility, mortgagees, tenants, workers or contractors[.]; **or**

(g) Install or maintain a utility or service line or submeter under ORS 90.531 to 90.539.

(3) The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the rented space without consent of the tenant and without notice to the tenant for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord or landlord's agent may enter the rented space without consent of the tenant, without notice to the tenant and at any time. If a landlord or landlord's agent makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, in the tenant's absence or without consent of the tenant, for the purpose of making the requested repairs until the repairs are completed. The tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) If a written agreement requires the landlord to perform yard maintenance, equipment servicing or grounds keeping for the space:

(A) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the space, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(B) A tenant may deny consent for a landlord or landlord's agent to enter upon the space pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(e) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent prior to, or at the time of, the attempt by the landlord or landlord's agent to enter.

(f) Notwithstanding paragraph (e) of this subsection, a landlord or the landlord's agent may enter a rented space solely to inspect a tree despite a denial of consent by the tenant if the landlord or the landlord's agent has given at least 24 hours' actual notice of the intent to enter to inspect the tree and the entry occurs at a reasonable time.

(4) A landlord shall not abuse the right of access or use it to harass the tenant. A tenant shall not unreasonably withhold consent from the landlord to enter.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2);

(c) As permitted under ORS 90.539; or

(d) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a rented space, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord shall not be found in violation of any state statute or local ordinance due to the failure.

(7) If a landlord has a report from an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture that a tree on the rented space is a hazard tree that must be maintained by the landlord as described in ORS 90.727, the landlord is not liable for any damage or injury as a result of the hazard tree if the landlord is unable to gain entry after a good faith effort in compliance with this section.

(8) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement pursuant to ORS 90.630 (1) and take possession in the manner provided in ORS 105.105 to 105.168. In addition, the landlord may recover actual damages.

(9) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct or may terminate the rental agreement pursuant to ORS 90.620 (1). In addition, the tenant may recover actual damages not less than an amount equal to one month's rent.

SECTION 67. ORS 105.124, as amended by section 8, chapter 1, Oregon Laws 2019 (Enrolled Senate Bill 608), is amended to read:

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

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

IN THE CIRCUIT COURT
FOR THE COUNTY OF

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

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

2.

Landlord is entitled to possession of the property because of:

- _____ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403.
- _____ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.
- _____ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.
- _____ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.
- _____ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).
- _____ 10-day notice for a pet violation, a repeat violation in a month-to-month tenancy or without stated cause in a week-to-week tenancy. ORS 90.392 (5), 90.405 or 90.427 (2).
- _____ 20-day notice for a repeat violation. ORS 90.630 [(4)] (5).
- _____ 30-day, 60-day or 180-day notice without stated cause in a month-to-month tenancy. ORS 90.427 (3)(b) or (8)(a)(B) or (C) or 90.429.
- _____ 30-day notice with stated cause. ORS 90.392, 90.630 or 90.632.
- _____ 60-day notice with stated cause. ORS 90.632.
- _____ 90-day notice with stated cause. ORS 90.427 (5) or (7).
- _____ Notice to bona fide tenants after foreclosure sale or termination of fixed term tenancy after foreclosure sale. ORS 86.782 (6)(c).

_____ Other notice _____
_____ No notice (explain) _____

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

3.

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

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

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

Signature of landlord or agent.

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

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

SECTION 68. ORS 105.138 is amended to read:

105.138. (1) Notwithstanding ORS 105.137 (6), if a party to an action to which ORS 90.505 to 90.850 apply moves for an order compelling arbitration and abating the proceedings, the court shall summarily determine whether the controversy between the parties is subject to an arbitration agreement enforceable under ORS [90.610 (2)] **446.547** and, if so, shall issue an order compelling the parties to submit to arbitration in accordance with the agreement and abating the action for not more than 30 days, unless the parties agree to an order of abatement for a longer period acceptable to the court.

(2) If the court issues an order compelling arbitration under subsection (1) of this section, the court may not order the payment of rent into court pending the arbitration unless the court finds such an order is necessary to protect the rights of the parties.

SECTION 69. ORS 456.095 is amended to read:

456.095. (1) When the governing body of a city or county adopts a resolution pursuant to ORS 456.085, the governing body may then elect to have the powers of a housing authority under [*this chapter, ORS chapter 455 and ORS 446.515 to 446.547*] **ORS 456.055 to 456.235** exercised in any of the following ways:

(a) Appointing by resolution, a commission composed of five, seven or nine persons.

(b) Declaring, by resolution, that the governing body, itself, shall exercise the powers of a housing authority under [*this chapter, ORS chapter 455 and ORS 446.515 to 446.547*] **ORS 456.055 to 456.235**. A governing body that exercises the powers of a housing authority may appoint at least one but not more than two additional commissioners for the housing authority. An appointed commissioner has the same authority as other housing authority commissioners, but may not exercise any powers of the governing body. At least one appointed commissioner must be a resident who receives direct assistance from the housing authority. The second appointed commissioner, if any, at a minimum must live within the jurisdiction of the authority. An appointed commissioner serves a term of office equal in length to the terms of office for governing body members, but not more than four years. An appointed commissioner may be removed only for cause as described in ORS 456.110 or if the commissioner ceases to meet the requirements for being an appointed commissioner. In the event that a housing authority commission consisting of the governing body of a city and one or more appointed commissioners has an even number of members, the mayor [*shall*] **must** be included as a member of the commission for the housing authority. An act of a governing body exercising the

powers of a housing authority is an act of the commission for the housing authority only and not of the governing body.

(2) When the governing bodies of two or more authorities join and cooperate with one another and create a regional authority to exercise all the powers conferred by the Housing Authorities Law, as authorized by ORS 456.140, the governing bodies of the cooperating cities and counties shall by resolution appoint a commission for the regional authority consisting of nine persons. The cooperating cities and counties shall each appoint an equal number of the nine commissioners. If nine divided by the number of joining or cooperating cities and counties produces a fraction, then the commissioners appointed by such cities and counties shall appoint one commissioner so that nine commissioners in all are appointed. The nine commissioners appointed by or on behalf of cities or counties may appoint at least one but not more than two additional commissioners for the housing authority. At least one additional commissioner must be a resident who receives direct assistance from the housing authority. The second additional commissioner, if any, at a minimum must live within the jurisdiction of the authority. The term of office for an additional commissioner is equal to the term of office for a commissioner appointed by or on behalf of cities or counties. An additional commissioner may be removed only for cause as described under ORS 456.110 or if the person ceases to meet the requirements for being an additional commissioner.

(3) A commissioner of an authority may not be an officer or employee of any city or county for which the authority is created, unless the commissioner is a member of the governing body or one of the governing bodies.

(4) Persons appointed to the commission shall include a variety of occupations. At least one commissioner, but not more than two commissioners, appointed under subsection (1)(a) of this section must be a resident who receives direct assistance from the housing authority.

(5) A governing body shall adopt a resolution for the appointment or reappointment of a commissioner. A governing body resolution is conclusive evidence that the commissioner was properly appointed.

SECTION 70. ORS 456.233 is amended to read:

456.233. If, pursuant to [*this chapter, ORS chapter 455 and ORS 446.515 to 446.547*] **ORS 456.055 to 456.235**, the governing body in a city or a county has declared, by resolution, that the governing body itself shall exercise the powers of a housing authority under [*this chapter, ORS chapter 455 and ORS 446.515 to 446.547*] **ORS 456.055 to 456.235**, the governing body may thereafter, by resolution, elect to transfer [*such*] **the** powers and the authority to act as the housing authority to any other body which may be designated [*by this chapter, ORS chapter 455 and ORS 446.515 to 446.547*] **under ORS 456.055 to 456.235** to exercise such powers. The governing body of the city or county may, by resolution, transfer the powers and authority to act as the housing authority to itself. All duties and obligations of the governing body as the housing authority of the municipality shall thereafter be assumed and performed by the body to which such powers and authority are transferred.

SECTION 71. ORS 457.160 is amended to read:

457.160. Notwithstanding any other provisions of ORS [*chapters*] **chapter** 455 [*and*] **or** 456 or this chapter [*and ORS 446.515 to 446.547*], where the governing body of a municipality certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, hurricane, earthquake, storm or other catastrophe respecting which the Governor has certified the need for disaster assistance under federal law, the governing body may declare a need for an urban renewal agency, if necessary, and may approve an urban renewal plan and an urban renewal project for such area without regard to the provisions requiring:

(1) That the urban renewal plan conform to the comprehensive plan and economic development plan, if any, for the municipality as a whole.

(2) That the urban renewal area be a blighted area.

EXPENDITURE LIMITATIONS

SECTION 72. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2, chapter __, Oregon Laws 2019 (Enrolled Senate Bill 5512), for the biennium beginning July 1, 2019, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts and federal funds from the United States Department of Housing and Urban Development for contract services, but excluding lottery funds and federal funds not described in section 2, chapter __, Oregon Laws 2019 (Enrolled Senate Bill 5512), collected or received by the Housing and Community Services Department, is increased by \$193,314 for administrative expenses and for payments to dispute resolution programs related to manufactured and marina communities.

UNIT CAPTIONS

SECTION 73. The unit captions used in this 2019 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2019 Act.

Passed by Senate April 17, 2019

Received by Governor:

Repassed by Senate June 29, 2019

.....M.,....., 2019

Approved:

.....
Lori L. Brocker, Secretary of Senate

.....M.,....., 2019

.....
Peter Courtney, President of Senate

.....
Kate Brown, Governor

Passed by House June 24, 2019

Filed in Office of Secretary of State:

.....M.,....., 2019

.....
Tina Kotek, Speaker of House

.....
Bev Clarno, Secretary of State