SENATE AMENDMENTS TO
SENATE BILL 586
By COMMITTEE ON HOUSING
April 12

On page 1 of the printed bill, line 3, delete “90.545,”.
In line 4, delete “90.840,”.
Delete lines 5 through 8 and insert “446.515, 446.525, 446.533 and 446.543; and repealing ORS
90.805, 90.810, 90.815, 90.820 and 90.830.”.
On page 3, delete lines 2 through 45.
On page 4, delete lines 1 through 6 and insert:
“NOTE: Sections 5 through 8 were deleted by amendment. Subsequent sections were not re-
numbered.”.
On page 7, delete lines 42 through 45.
On page 8, delete lines 1 through 34 and insert:
“NOTE: Sections 17 through 22 were deleted by amendment. Subsequent sections were not re-
numbered.”.
On page 23, line 16, delete “to allow for entrance into or exit from the marina or”.
In line 21, after the comma insert “describing the parties’ rights and obligations under sub-
sections (4) to (6) of this section,”.
In line 25, delete “substantial”.
Delete lines 27 through 30 and insert:
“(4) The landlord must move the floating home to another space in the marina that allows the
tenant to continue to occupy the home.”.
Delete lines 35 and 36 and insert:
“(d) Actual damages based on a decrease in value or quality of the temporary location, assessed
only after 30 days following the date of the move;”.
In line 42, after “under” insert “subsection (5) of”.
On page 24, line 1, delete “notices or” and insert “notice to”.
In line 3, before the period insert “, whichever is greater”.
On page 25, delete lines 37 through 45 and delete pages 26 through 36.
On page 37, delete lines 1 through 4 and insert:
“SECTION 40. 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 fea-
tures of the tree that cause the tree to be hazardous, or that may cause the tree to become haz-
ardous 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 reason-
able notice 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 trees 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 40a. Section 41 of this 2019 Act is added to and made a part of ORS 90.505 to
90.850.

“SECTION 41. (1) Except as provided under subsection (2) of this section, upon a request
from a marina tenant delivered to a landlord within the contact period described in ORS
90.675 (6), the landlord shall offer the tenant a written storage agreement.

“(2) A tenant is not eligible to enter into a storage agreement if the tenancy was termi-
nated under ORS 90.380, 90.394, 90.630 or 90.632.

“(3) The parties must enter into a written and signed storage agreement within 60 days
after the landlord offers a storage agreement.

“(4) A storage agreement under this section may:
  “(a) Not entitle anyone to occupy the floating home;
  “(b) Not terminate without cause in a period less than 12 months from commencement;
“(c) Not authorize the landlord to sell the floating home until the agreement has terminated;

“(d) Require that the tenant make timely periodic payments of all storage charges, accruing from the commencement of the 45-day period described in ORS 90.675 (6), including utility or service charges, as described in ORS 90.532, for electricity, water, sewer service and natural gas and if incidental to the storage of personal property;

“(e) Require that the tenant pay a late charge for failure to pay a storage charge timely that is no greater than for late charges imposed on marina tenants;

“(f) Require that 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); and

“(g) Require the tenant to repair any existing defects in the physical condition of the floating 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 marina standards in effect at the time of placement.

“(5)(a) If a tenant fails to repair existing defects described in the storage agreement within 90 days after commencing the agreement, the landlord may terminate the agreement by giving the tenant at least 14 days’ written notice stating facts sufficient to notify the tenant of the reason for termination.

“(b) Except as allowed by paragraph (a) 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.

“(c) After a landlord gives a termination notice pursuant to paragraph (b) of this subsection for nonpayment of a storage charge, if the tenant again violates the 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.

“(d) Unless a tenant cures the reason given in the termination notice within the notice period described under paragraphs (a) to (c) of this subsection, the storage agreement terminates without further notice to the tenant.

“(e) A tenant may terminate a storage agreement at any time upon at least 14 days’ written notice to the landlord.

“(6) Upon the failure of a tenant to timely request or enter into a storage agreement under this section, or upon the termination of the agreement, unless the parties otherwise agree, the landlord may sell or dispose of the floating home without further notice to the tenant. However, a landlord must first offer a separate storage agreement to eligible lienholders under ORS 90.675 (20).

“(7) During the term of a storage agreement, a landlord may increase the storage charge if:

“(a) The increase is part of a rent increase for all marina tenants;

“(b) The increase is no greater than the increase for other tenants; and

“(c) The landlord gives the tenant written notice consistent with the requirements of
ORS 90.600 (1).

“(8) The landlord has a lien on the floating home for charges under this section. Subject to the lien and any applicable requirements of ORS 90.680, a tenant may remove or sell the floating home during or following the term of the storage agreement.

“SECTION 42. ORS 90.675 is amended to read:

“ORS 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 de-
scribing 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 dis-
posal. 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 sec-
tion, 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) 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 com-
plying 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 certif-
icate 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 per-
sonal 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 land-
lord 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 pur-
suant 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 prop-
erty 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 ap-
licable, 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) 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. 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) 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 a tenant is eligible to enter into a storage agreement
under section 41 of this 2019 Act, a proposed storage agreement under this subsection must
state that the agreement is conditional upon the tenant not timely electing to enter into a
storage agreement.

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

“(A) The lienholder make timely periodic payment of all storage charges, as described in sub-
section (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 in-
ccidental 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 re-
quired 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 prop-
erty is stored in a manner consistent with the rights and obligations described in the rental agree-
ment 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 re-
pairs 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 stan-
dards 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 consti-
tutes 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 fur-
ther 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 (1).

“(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 in-
cludes 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 termi-
nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-
nates 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) 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) 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) 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.”

On page 44, delete lines 31 through 38.

In line 39, delete “54” and insert “53”.

On page 45, line 38, delete “55” and insert “54”.

On page 49, line 3, delete “56” and insert “55”.

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