

Enrolled Senate Bill 970

Sponsored by COMMITTEE ON JUDICIARY

CHAPTER

AN ACT

Relating to housing; amending ORS 90.303, 90.525, 90.555 and 90.710.

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

SECTION 1. ORS 90.303 is amended to read:

90.303. (1) When evaluating an applicant, a landlord may not consider an action to recover possession pursuant to ORS 105.105 to 105.168 if the action:

(a) Was dismissed or resulted in a general judgment for the applicant before the applicant submits the application. [*This paragraph does not apply if the action has not resulted in a dismissal or general judgment at the time the applicant submits the application.*]

(b) Resulted in a general judgment against the applicant that was entered five or more years before the applicant submits the application.

(2) When evaluating the applicant, a landlord may not consider a previous arrest of the applicant if the arrest did not result in a conviction. This subsection does not apply if the arrest has resulted in charges for criminal behavior as described in subsection (3) of this section that have not been dismissed at the time the applicant submits the application.

(3) When evaluating the applicant, the landlord may **not** consider criminal conviction and charging history [*if*] **unless** the conviction or pending charge is for conduct that is:

(a) A drug-related crime, **but not including convictions based solely on the use or possession of marijuana;**

(b) A person crime;

(c) A sex offense;

(d) A crime involving financial fraud, including identity theft and forgery; or

(e) Any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect:

(A) Property of the landlord or a tenant; or

(B) The health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

(4) When evaluating an applicant, a landlord may not consider the possession of a medical marijuana card or status as a medical marijuana patient.

SECTION 2. ORS 90.525 is amended to read:

90.525. (1) [*No landlord shall*] **A landlord may not** impose conditions of rental or occupancy which unreasonably restrict the tenant or prospective tenant in choosing a fuel supplier, furnishings, goods, services or accessories.

(2) A landlord may not prohibit a tenant from engaging a real estate agent or a licensed manufactured structure dealer of the tenant's choice to facilitate the sale or sublease allowed under ORS 90.555 of the tenant's manufactured dwelling or floating home.

~~[(2)]~~ **(3) [No] The** landlord of a facility ~~[shall]~~ **may not** require the prospective tenant to purchase a manufactured dwelling or floating home from a particular dealer or one of a group of dealers.

~~[(3)]~~ **(4) [No] A** landlord renting a space for a manufactured dwelling or floating home ~~[shall]~~ **may not** give preference to a prospective tenant who purchased a manufactured dwelling or floating home from a particular dealer.

~~[(4)]~~ **(5) [No] A** manufactured dwelling or floating home dealer ~~[shall]~~ **may not** ~~[require]~~, as a condition of sale, **require** a purchaser to rent a space for a manufactured dwelling or floating home in a particular facility or one of a group of facilities, **except that a dealer who is a landlord of a facility may require a purchaser of a dwelling or home from the landlord to rent a space for the dwelling or home in the landlord's facility.**

(6) At the time of evaluating an applicant under ORS 90.303 or a prospective purchaser under ORS 90.680 (10)(a) or upon the execution of a rental agreement, whichever is earlier, the landlord of a facility shall provide the applicant, purchaser or tenant a copy of an informational handout regarding rights of tenants and landlords when a tenant is selling a manufactured dwelling or floating home in a facility, in a form prescribed by the Housing and Community Services Department.

SECTION 3. ORS 90.555 is amended to read:

90.555. (1) **As used in this section:**

(a) "Actively markets for sale" means that the facility tenant:

(A) Places a for-sale sign on the dwelling or home;

(B) Retains a broker, real estate agent, or manufactured structure dealer to assist in the sale; and

(C) Advertises the dwelling or home for sale in a newspaper or online.

(b) "Facility landlord" means the landlord of the facility.

(c) "Facility tenant" means the owner of the manufactured dwelling or floating home, who is the tenant of the facility landlord under the rental agreement.

(d) "Rental agreement" means the rental agreement between the facility landlord and facility tenant.

(e) "Renter" means a person other than the facility tenant who is lawfully occupying the manufactured dwelling or floating home under a subleasing agreement.

(f) "Subleasing agreement" means the written agreement between the facility landlord, facility tenant, and renter concerning the occupancy of the renter and the rights of the parties.

~~[(1)]~~ **(2)** A facility tenant may not rent the **facility** 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 **facility** landlord, **facility** 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)~~[, and provisions that]~~. **The subleasing agreement shall also** 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 **the** facility landlord ~~[compliance]~~ **to comply** 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]~~ **sublease** to ~~[another person]~~ **a renter** in violation of the rental agreement ~~[between the facility tenant and the facility landlord]~~.

[2)] (3) Notwithstanding ORS 90.100 (47), a facility tenant who enters into a subleasing agreement [continues to be the] **remains 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)] (4) 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)] (3) of this section[. *The rights and obligations of the dwelling or home renter under the subleasing agreement are separate from*] **and** any rights or obligations [of the renter] **of the facility tenant and 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)] (5) Unless otherwise provided in the subleasing agreement, **and without regard to whether the facility landlord terminates the rental 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 **right to 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 **under ORS 90.394 or 90.630**; 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)] (6) 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 **subleasing** agreement [for the renter's occupancy of the manufactured dwelling or floating home owned by the facility tenant].

[6(a)] (7)(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 **facility** tenant has expressly appointed the renter as the **facility** 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 **by written notice**[. *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 **facility** 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)] (8) [If the rental agreement permits the facility tenant to sublease the tenant's manufactured dwelling or floating home, the landlord shall] **Before entering into a sublease agreement, the facility landlord may screen a renter under ORS 90.303, but may not** apply to the [dwelling or home] renter credit and conduct screening criteria that is [substantially similar to the credit and conduct screening criteria] **more restrictive than** 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.

(9) **Notwithstanding subsection (2) of this section, if a facility landlord rents or has a policy of renting manufactured dwellings or floating homes that are listed for sale by the**

facility landlord, the facility landlord may not prohibit the facility tenant from entering into a subleasing agreement while the facility tenant actively markets for sale the facility tenant's manufactured dwelling or floating home.

SECTION 4. ORS 90.710 is amended to read:

90.710. (1)(a) Except as provided in paragraph (b) of this subsection, any person aggrieved by a violation of ORS 90.525, 90.630, 90.680 or 90.765 has a cause of action against the violator for any damages sustained as a result of the violation or [~~\$200~~] **\$500**, whichever is greater.

(b) If a person violates ORS 90.680 three or more times within a 24-month period, a person has a cause of action against the violator for any damages sustained as a result of the third or subsequent violation or [~~\$500~~] **\$1,000**, whichever is greater.

(2)(a) Except as provided in paragraphs (b) and (c) of this subsection, a tenant has a cause of action against the landlord for a violation of ORS 90.510 (4) for any damages sustained as a result of the violation, or \$100, whichever is greater.

(b) The tenant has no cause of action if, within 10 days after the tenant requests a written agreement from the landlord, the landlord offers to enter into a written agreement that does not substantially alter the terms of the oral agreement made when the tenant rented the space and that complies with this chapter.

(c) If, within 10 days after being served with a complaint alleging a violation of ORS 90.510, the landlord offers to enter into a written rental agreement with each of the other tenants of the landlord that does not substantially alter the terms of the oral agreement made when each tenant rented the space and that complies with this chapter, then the landlord is not subject to any further liability to the other tenants for previous violations of ORS 90.510.

(d) Notwithstanding ORS 41.580 (1), if a landlord and a tenant mutually agree on the terms of an oral agreement for renting residential property, but the tenant refuses to sign a written memorandum of that agreement after it has been reduced to writing by the landlord and offered to the tenant for the tenant's signature, the oral agreement is enforceable notwithstanding the tenant's refusal to sign.

(e) A purchaser has a cause of action, for damages sustained or \$100, whichever is greater, against a seller who sells the tenant's manufactured dwelling or floating home to the purchaser before the landlord has accepted the purchaser as a tenant if:

(A) The landlord rejects the purchaser as a tenant; and

(B) The seller knew the purchaser intended to leave the manufactured dwelling or floating home on the space.

Passed by Senate April 8, 2019

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Lori L. Brocker, Secretary of Senate

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Peter Courtney, President of Senate

Passed by House May 28, 2019

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Tina Kotek, Speaker of House

Received by Governor:

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Approved:

.....M,....., 2019

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Kate Brown, Governor

Filed in Office of Secretary of State:

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Bev Clarno, Secretary of State