

Requested by Representative SMITH DB

**PROPOSED AMENDMENTS TO
SENATE BILL 608**

1 On page 1 of the printed bill, line 2, delete “90.323,” and insert “90.230,”.

2 In line 3, delete “90.600, 90.643, 90.675 and 105.124” and insert “, 105.120,
3 105.124 and 197.309; repealing ORS 91.225”.

4 Delete lines 5 through 25 and delete pages 2 through 6.

5 On page 7, delete lines 1 through 19 and insert:

6 **“SECTION 1. Sections 1a, 1b, 1d and 1e of this 2019 Act are added
7 to and made a part of ORS chapter 90.**

8 **“SECTION 1a. (1) A tenancy within a city or county that enacts a
9 ‘just cause termination’ ordinance is:**

10 **“(a) Not subject to ORS 90.427; and**

11 **“(b) Subject to section 1b of this 2019 Act.**

12 **“(2) A city or county may not enact or enforce any other regulation
13 regarding the termination of a residential tenancy without cause or
14 for any cause described in ORS 90.427 and section 1b of this 2019 Act,
15 except as provided under either ORS 90.427 or section 1b of this 2019
16 Act.**

17 **“SECTION 1b. (1) As used in this section, ‘first year of occupancy’
18 includes all periods in which any tenant has resided in the dwelling
19 unit for one year or less.**

20 **“(2) If a tenancy is a month-to-month tenancy:**

21 **“(a) At any time during the tenancy, the tenant may terminate the**

1 tenancy by giving the landlord notice in writing not less than 30 days
2 prior to the termination date designated in the notice.

3 “(b) At any time during the first year of occupancy, the landlord
4 may terminate the tenancy without cause by giving the tenant notice
5 in writing not less than 30 days prior to the date designated in the
6 notice for the termination of the tenancy.

7 “(3) If the tenancy is a fixed term tenancy:

8 “(a) The landlord may terminate the tenancy without cause within
9 the first year of occupancy by giving the tenant notice in writing not
10 less than 30 days prior to the termination date and with a termination
11 date that is on or after the ending date of the term.

12 “(b) The tenant may terminate the tenancy by giving the landlord
13 notice in writing not less than 30 days prior to the termination date
14 and with a termination date that is on or after the ending date of the
15 term.

16 “(c) Notwithstanding any term of the rental agreement, after the
17 term of the tenancy, a tenancy that has not been terminated under
18 this chapter becomes a month-to-month tenancy unless and until the
19 landlord and tenant agree to a new fixed term.

20 “(4) The landlord may terminate a tenancy by giving the tenant
21 notice in writing not less than 90 days prior to the termination date,
22 and with a termination date that is on or after the end of any fixed
23 term, if the landlord:

24 “(a) Intends to demolish the dwelling unit or convert the dwelling
25 unit to a use other than residential use within a reasonable time;

26 “(b) Intends for the landlord or a member of the landlord’s imme-
27 diate family to occupy the dwelling unit as a primary residence and
28 the landlord does not own a comparable unit in the same building that
29 is available for occupancy at the same time that the tenant receives
30 notice to terminate the tenancy;

1 “(c) Intends to undertake repairs or renovations to the dwelling
2 unit within a reasonable time and:

3 “(A) The premises is unsafe or unfit for occupancy; or

4 “(B) The dwelling unit will be unsafe or unfit for occupancy during
5 the repairs or renovations; or

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

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

12 “(5) A landlord that terminates a tenancy under subsection (4) of
13 this section shall:

14 “(a) Specify in the termination notice the reason for the termi-
15 nation under subsection (4) of this section; and

16 “(b) If the landlord owns or manages a total of five or more dwell-
17 ing units, deliver to the tenant payment of one month’s periodic rent
18 with the termination notice.

19 “(6) Notwithstanding subsection (3) of this section, a fixed term
20 tenancy terminates upon the end of the fixed term if:

21 “(a) The tenant commits three or more violations of the rental
22 agreement within a 12-month period;

23 “(b) The landlord gives the tenant a separate written warning notice
24 after each of three violations that:

25 “(A) Specifies the violation;

26 “(B) States that the landlord may terminate the tenancy at the end
27 of the fixed term if three violations occur within a 12-month period
28 preceding the end of the fixed term; and

29 “(C) States that correcting the third or subsequent violation is not
30 a defense to termination under this subsection; and

1 **“(c) The landlord gives the tenant a termination notice in writing**
2 **that:**

3 **“(A) Is delivered not less than 90 days prior to the ending date of**
4 **the fixed term;**

5 **“(B) Designates the ending date of the term and states that the**
6 **rental agreement will terminate upon that designated ending date;**

7 **“(C) Specifies the reasons for the termination and supporting facts;**
8 **and**

9 **“(D) Is delivered to the tenant concurrent with or after the third**
10 **or subsequent written warning notice.**

11 **“(7) Notwithstanding subsections (2) to (6) of this section, if the**
12 **tenancy is for occupancy in a dwelling unit that is located in the same**
13 **building or on the same property as the landlord’s primary residence**
14 **and the building or the property contains one or two dwelling units:**

15 **“(a) The landlord may terminate a month-to-month tenancy at any**
16 **time and without cause by giving the tenant notice in writing:**

17 **“(A) Not less than 60 days prior to the termination date designated**
18 **in the notice; or**

19 **“(B) Not less than 30 days prior to the termination date designated**
20 **in the notice if:**

21 **“(i) The dwelling unit is purchased separately from any other**
22 **dwelling unit;**

23 **“(ii) The landlord has accepted an offer to purchase the dwelling**
24 **unit from a person who intends in good faith to occupy the dwelling**
25 **unit as the person’s primary residence; and**

26 **“(iii) The landlord has provided the notice, and written evidence of**
27 **the offer to purchase the dwelling unit, to the tenant not more than**
28 **120 days after accepting the offer to purchase.**

29 **“(b) The landlord may terminate a fixed term tenancy on or after**
30 **the ending date of the term and without cause by giving the tenant**

1 **notice in writing not less than 30 days prior to the ending date of the**
2 **fixed term and 30 days prior to the date designated in the termination**
3 **notice.**

4 **“(8) If a landlord terminates a tenancy in violation of subsections**
5 **(4) to (6) of this section:**

6 **“(a) The landlord is liable to the tenant for damages of three**
7 **months’ rent plus actual damages sustained by the tenant as a result**
8 **of the unlawful termination; and**

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

11 **“(9)(a) A notice given without cause to terminate a tenancy under**
12 **this section need not state a reason for the termination.**

13 **“(b) A landlord or tenant may include in a termination notice given**
14 **without cause under this section an explanation of the reason for the**
15 **termination without having to prove the reason. An explanation does**
16 **not give the person receiving the notice of termination a right to cure**
17 **the reason if the notice states that:**

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

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

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

23 **“(10) This section does not apply to a week-to-week tenancy or a**
24 **tenancy subject to ORS 90.427, 90.429 or 90.505 to 90.850.**

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

26 **“90.427. (1) As used in this section, ‘first year of occupancy’ includes all**
27 **periods in which any of the tenants has resided in the dwelling unit for one**
28 **year or less.**

29 **“[(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may**
30 **terminate the tenancy by a written notice given to the other at least 10 days**

1 *before the termination date specified in the notice.]*

2 “[3] (2) If a tenancy is a month-to-month tenancy:

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

6 “(b) At any time during the first year of occupancy, the landlord may
7 terminate the tenancy by giving the tenant notice in writing not less than
8 30 days prior to the date designated in the notice for the termination of the
9 tenancy.

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

14 “[4] (3) If the tenancy is for a fixed term of at least one year and by its
15 terms becomes a month-to-month tenancy after the fixed term:

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

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

26 “[5] (4) Notwithstanding subsections [(3)(c) and (4)(b)] (2)(c) and (3)(b)
27 of this section, the landlord may terminate a month-to-month tenancy at any
28 time by giving the tenant notice in writing not less than 30 days prior to the
29 date designated in the notice for the termination of the tenancy if:

30 “(a) The dwelling unit is purchased separately from any other dwelling

1 unit;

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

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

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

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

20 “[*(8)(a)*] **(5)(a)** A notice given **without cause** to terminate a tenancy un-
21 der [*subsection (2) or (3) of*] this section need not state a reason for the ter-
22 mination.

23 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or ten-
24 ant may include in a notice of termination given **without cause** under
25 [*subsection (2) or (3) of*] this section an explanation of the reason for the
26 termination without having to prove the reason. An explanation does not
27 give the person receiving the notice of termination a right to cure the reason
28 if the notice states that:

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

30 “(B) The recipient of the notice does not have a right to cure the reason

1 for the termination; and

2 “(C) The person giving the notice need not prove the reason for the ter-
3 mination in a court action.

4 “[9] (6) [*Subsections (2) to (5) of*] This section [*do*] **does** not apply to a
5 [*month-to-month*] **week-to-week tenancy or a** tenancy subject to ORS 90.429
6 **or** [*or other tenancy created by a rental agreement subject to ORS*] 90.505 to
7 90.850 **or section 1b of this 2019 Act.**

8 **“SECTION 1d. (1) If a tenancy is a week-to-week tenancy, the**
9 **landlord or the tenant may terminate the tenancy by a written notice**
10 **given to the other at least 10 days before the termination date specified**
11 **in the notice.**

12 **“(2)(a) A notice given under this section need not state a reason for**
13 **the termination.**

14 **“(b) A landlord or tenant may include in a termination notice under**
15 **this section an explanation of the reason for the termination without**
16 **having to prove the reason. An explanation does not give the person**
17 **receiving the notice of termination a right to cure the reason if the**
18 **notice states that:**

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

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

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

24 **“SECTION 1e. (1) A tenancy shall terminate on the date designated**
25 **and without regard to the expiration of the period for which, by the**
26 **terms of the tenancy, rents are to be paid. Unless otherwise agreed,**
27 **rent is uniformly apportionable from day to day.**

28 **“(2) If the tenant remains in possession without the landlord’s**
29 **consent after expiration of the term of the rental agreement or its**
30 **termination, the landlord may bring an action for possession. In ad-**

1 dition, the landlord may recover from the tenant any actual damages
2 resulting from the tenant holding over, including the value of any rent
3 accruing from the expiration or termination of the rental agreement
4 until the landlord knows or should know that the tenant has relin-
5 quished possession to the landlord.

6 “(3) If the landlord consents to the tenant’s continued occupancy
7 following the termination of the tenancy, a month-to-month tenancy
8 is created under ORS 90.220 (7).

9 “SECTION 2. Section 3 of this 2019 Act is added to and made a part
10 of ORS chapter 90.

11 “SECTION 3. (1) For purposes of this section, the term ‘consumer
12 price index’ refers to the annual 12-month average change in the
13 Consumer Price Index for All Urban Consumers, West Region (All
14 Items), as published by the Bureau of Labor Statistics of the United
15 States Department of Labor in September of the prior calendar year.

16 “(2) A landlord whose tenancy is within a city or county that enacts
17 a rent stabilization ordinance that gives a rent increase notice under
18 ORS 90.323 or 90.600 may not increase the rent during any 12-month
19 period in an amount greater than seven percent plus the consumer
20 price index above the existing rent.

21 “(3)(a) The limit on rent increases under subsection (2) of this sec-
22 tion does not apply to landlords for tenancies in which:

23 “(A) The first certificate of occupancy for the dwelling unit was is-
24 sued less than 15 years from the date of the notice of the rent increase;

25 “(B) The landlord is providing reduced rent to the tenant as part
26 of a federal, state or local program or subsidy; or

27 “(C) The landlord or tenancy is exempt under the city’s or county’s
28 rent stabilization ordinance.

29 “(b) A landlord that is exempt under paragraph (a) of this sub-
30 section and that increases rent in an amount greater than seven per-

1 **cent plus the consumer price index must state the basis for the**
2 **exemption in the notice.**

3 **“(4) A city or county is preempted from enacting or enforcing any**
4 **rent stabilization ordinance or any other regulation that would limit**
5 **increases in rent for residential tenancies that is not consistent with**
6 **this section.**

7 **“SECTION 4. ORS 91.225 is repealed.**

8 **“SECTION 5. ORS 197.309 is amended to read:**

9 **“197.309. (1) As used in this section:**

10 **“(a) ‘Affordable housing’ means housing that is affordable to households**
11 **with incomes equal to or higher than 80 percent of the median family income**
12 **for the county in which the housing is built.**

13 **“(b) ‘Multifamily structure’ means a structure that contains three or more**
14 **housing units sharing at least one wall, floor or ceiling surface in common**
15 **with another unit within the same structure.**

16 **“(2) Except as provided in subsection (3) of this section, a metropolitan**
17 **service district may not adopt a land use regulation or functional plan pro-**
18 **vision, or impose as a condition for approving a permit under ORS 215.427**
19 **or 227.178 a requirement, that has the effect of establishing the sales or**
20 **rental price for a housing unit or residential building lot or parcel, or that**
21 **requires a housing unit or residential building lot or parcel to be designated**
22 **for sale or rent to a particular class or group of purchasers or renters.**

23 **“(3) The provisions of subsection (2) of this section do not limit the au-**
24 **thority of a metropolitan service district to:**

25 **“(a) Adopt or enforce a use regulation, provision or requirement creating**
26 **or implementing an incentive, contract commitment, density bonus or other**
27 **voluntary regulation, provision or requirement designed to increase the sup-**
28 **ply of moderate or lower cost housing units; or**

29 **“(b) Enter into an affordable housing covenant as provided in ORS 456.270**
30 **to 456.295.**

1 “(4) [*Notwithstanding ORS 91.225,*] A city or county may adopt a land use
2 regulation or functional plan provision, or impose as a condition for ap-
3 proving a permit under ORS 215.427 or 227.178 a requirement, that has the
4 effect of establishing the sales or rental price for a new multifamily struc-
5 ture, or that requires a new multifamily structure to be designated for sale
6 or rent as affordable housing.

7 “(5) A regulation, provision or requirement adopted or imposed under
8 subsection (4) of this section:

9 “(a) May not require more than 20 percent of housing units within a
10 multifamily structure to be sold or rented as affordable housing;

11 “(b) May apply only to multifamily structures containing at least 20
12 housing units;

13 “(c) Must provide developers the option to pay an in-lieu fee, in an
14 amount determined by the city or county, in exchange for providing the
15 requisite number of housing units within the multifamily structure to be sold
16 or rented at below-market rates; and

17 “(d) Must require the city or county to offer a developer of multifamily
18 structures, other than a developer that elects to pay an in-lieu fee pursuant
19 to paragraph (c) of this subsection, at least one of the following incentives:

20 “(A) Whole or partial fee waivers or reductions.

21 “(B) Whole or partial waivers of system development charges or impact
22 fees set by the city or county.

23 “(C) Finance-based incentives.

24 “(D) Full or partial exemption from ad valorem property taxes on the
25 terms described in this subparagraph. For purposes of any statute granting
26 a full or partial exemption from ad valorem property taxes that uses a defi-
27 nition of ‘low income’ to mean income at or below 60 percent of the area
28 median income and for which the multifamily structure is otherwise eligible,
29 the city or county shall allow the multifamily structure of the developer to
30 qualify using a definition of ‘low income’ to mean income at or below 80

1 percent of the area median income.

2 “(6) A regulation, provision or requirement adopted or imposed under
3 subsection (4) of this section may offer developers one or more of the fol-
4 lowing incentives:

5 “(a) Density adjustments.

6 “(b) Expedited service for local permitting processes.

7 “(c) Modification of height, floor area or other site-specific requirements.

8 “(d) Other incentives as determined by the city or county.

9 “(7) Subsection (4) of this section does not restrict the authority of a city
10 or county to offer developers voluntary incentives, including incentives to:

11 “(a) Increase the number of affordable housing units in a development.

12 “(b) Decrease the sale or rental price of affordable housing units in a
13 development.

14 “(c) Build affordable housing units that are affordable to households with
15 incomes equal to or lower than 80 percent of the median family income for
16 the county in which the housing is built.

17 “(8)(a) A city or county that adopts or imposes a regulation, provision or
18 requirement described in subsection (4) of this section may not apply the
19 regulation, provision or requirement to any multifamily structure for which
20 an application for a permit, as defined in ORS 215.402 or 227.160, has been
21 submitted as provided in ORS 215.416 or 227.178 (3), or, if such a permit is
22 not required, a building permit application has been submitted to the city
23 or county prior to the effective date of the regulation, provision or require-
24 ment.

25 “(b) If a multifamily structure described in paragraph (a) of this sub-
26 section has not been completed within the period required by the permit is-
27 sued by the city or county, the developer of the multifamily structure shall
28 resubmit an application for a permit, as defined in ORS 215.402 or 227.160,
29 as provided in ORS 215.416 or 227.178 (3), or, if such a permit is not required,
30 a building permit application under the regulation, provision or requirement

1 adopted by the city or county under subsection (4) of this section.

2 “(9)(a) A city or county that adopts or imposes a regulation, provision or
3 requirement under subsection (4) of this section shall adopt and apply only
4 clear and objective standards, conditions and procedures regulating the de-
5 velopment of affordable housing units within its jurisdiction. The standards,
6 conditions and procedures may not have the effect, either individually or
7 cumulatively, of discouraging development of affordable housing units
8 through unreasonable cost or delay.

9 “(b) Paragraph (a) of this subsection does not apply to:

10 “(A) An application or permit for residential development in an area
11 identified in a formally adopted central city plan, or a regional center as
12 defined by Metro, in a city with a population of 500,000 or more.

13 “(B) An application or permit for residential development in historic
14 areas designated for protection under a land use planning goal protecting
15 historic areas.

16 “(c) In addition to an approval process for affordable housing based on
17 clear and objective standards, conditions and procedures as provided in par-
18 agraph (a) of this subsection, a city or county may adopt and apply an al-
19 ternative approval process for applications and permits for residential
20 development based on approval criteria regulating, in whole or in part, ap-
21 pearance or aesthetics that are not clear and objective if:

22 “(A) The developer retains the option of proceeding under the approval
23 process that meets the requirements of paragraph (a) of this subsection;

24 “(B) The approval criteria for the alternative approval process comply
25 with applicable statewide land use planning goals and rules; and

26 “(C) The approval criteria for the alternative approval process authorize
27 a density at or above the density level authorized in the zone under the ap-
28 proval process provided in paragraph (a) of this subsection.

29 “(10) If a regulation, provision or requirement adopted or imposed by a
30 city or county under subsection (4) of this section requires that a percentage

1 of housing units in a new multifamily structure be designated as affordable
2 housing, any incentives offered under subsection (5)(d) or (6) of this section
3 shall be related in a manner determined by the city or county to the required
4 percentage of affordable housing units.”.

5 On page 10, line 17, delete “ORS 90.427” and delete “(11)” and insert
6 “section 1e of this 2019 Act”.

7 On page 11, line 39, delete “ORS 90.427” and delete “(11)” and insert
8 “section 1e of this 2019 Act”.

9 On page 13, line 27, delete the comma and insert “or”.

10 In line 28, delete “90.427 (2)” and insert “section 1d of this 2019 Act”.

11 In line 33, after “90.427” insert “(2) or” and delete “(b) or (8)(a)(B)”.

12 In line 34, delete “or (C)” and before the period insert “or section 1b (2),
13 (3) or (7) of this 2019 Act”.

14 Delete line 40 and insert “Section 1b (4) or (6) of this 2019 Act.”.

15 On page 14, delete lines 21 through 45 and delete pages 15 through 23.

16 On page 24, delete lines 1 through 33 and insert:

17 **“SECTION 9.** ORS 90.230 is amended to read:

18 “90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in
19 a manufactured dwelling park, mobile home park or recreational vehicle
20 park, all as defined in ORS 197.492, the landlord shall provide a written
21 rental agreement for a month-to-month, week-to-week or fixed-term tenancy.

22 The rental agreement must state:

23 “(a) If applicable, that the tenancy may be terminated by the landlord
24 under ORS 90.427 **or section 1b or 1d of this 2019 Act** without cause upon
25 30 or 60 days’ written notice for a month-to-month tenancy or upon 10 days’
26 written notice for a week-to-week tenancy.

27 “(b) That any accessory building or structure paid for or provided by the
28 tenant belongs to the tenant and is subject to a demand by the landlord that
29 the tenant remove the building or structure upon termination of the tenancy.

30 “(c) That the tenancy is subject to the requirements of ORS 197.493 (1)

1 for exemption from placement and occupancy restrictions.

2 “(2) If a tenant described in subsection (1) of this section moves following
3 termination of the tenancy by the landlord under ORS 90.427 **or section 1b**
4 **or 1d of this 2019 Act**, and the landlord failed to provide the required
5 written rental agreement before the beginning of the tenancy, the tenant may
6 recover the tenant’s actual damages or twice the periodic rent, whichever is
7 greater.

8 “(3) If the occupancy fails at any time to comply with the requirements
9 of ORS 197.493 (1) for exemption from placement and occupancy restrictions,
10 and a state agency or local government requires the tenant to move as a
11 result of the noncompliance, the tenant may recover the tenant’s actual
12 damages or twice the periodic rent, whichever is greater. This subsection
13 does not apply if the noncompliance was caused by the tenant.

14 “(4) This section does not apply to a vacation occupancy.

15 **“SECTION 10.** ORS 105.120 is amended to read:

16 “105.120. (1) As used in this section, ‘rent’ does not include funds paid
17 under the United States Housing Act of 1937 (42 U.S.C. 1437f).

18 “(2) Except as provided in subsection (3) of this section, an action for the
19 recovery of the possession of the premises may be maintained in cases pro-
20 vided in ORS 105.115 (1)(b), when the notice to terminate the tenancy or to
21 quit has been served upon the tenant or person in possession in the manner
22 prescribed by ORS 91.110 and for the period prescribed by ORS 91.060 to
23 91.080 before the commencement of the action, unless the leasing or occupa-
24 tion is for the purpose of farming or agriculture, in which case the notice
25 must be served for a period of 90 days before the commencement of the
26 action. Any person entering into the possession of real estate under written
27 lease as the tenant of another may, by the terms of the lease, waive the
28 giving of any notice required by this subsection.

29 “(3) An action for the recovery of the possession of a dwelling unit to
30 which ORS chapter 90 applies may be maintained in situations described in

1 ORS 105.115 (2) when the notice to terminate the tenancy or to quit has been
2 served by the tenant upon the landlord or by the landlord upon the tenant
3 or person in possession in the manner prescribed by ORS 90.155.

4 “(4) Except when a tenancy involves a dwelling unit subject to ORS
5 chapter 90, the service of a notice to quit upon a tenant or person in pos-
6 session does not authorize an action to be maintained against the tenant or
7 person in possession for the possession of premises before the expiration of
8 any period for which the tenant or person has paid the rent of the premises
9 in advance.

10 “(5) An action to recover possession of a dwelling unit subject to ORS
11 chapter 90 may not be brought or filed against a tenant or person in pos-
12 session based upon a notice under [*ORS 90.427*] **section 1e of this 2019 Act**
13 to terminate the tenancy until after the expiration of any period for which
14 the tenant or person has paid the rent of the dwelling unit in advance, un-
15 less:

16 “(a) The only other money paid by the tenant was collected as a last
17 month’s rent deposit as provided under ORS 90.300; or

18 “(b) The only unused rent was paid by the tenant for a rental period ex-
19 tending beyond the termination date specified in a valid outstanding notice
20 to terminate the tenancy and the landlord refunded the unused rent within
21 10 days after receipt by delivering the unused rent to the tenant in person
22 or by first class mailing.”.

23 In line 34, delete “13” and insert “11”.

24
