

Requested by Senator PROZANSKI

**PROPOSED AMENDMENTS TO
SENATE BILL 586**

1 On page 1 of the printed bill, line 3, delete “90.545,”.

2 In line 4, delete “90.840,”.

3 Delete lines 5 through 8 and insert “446.515, 446.525, 446.533 and 446.543;
4 and repealing ORS 90.805, 90.810, 90.815, 90.820 and 90.830.”.

5 On page 3, delete lines 2 through 45.

6 On page 4, delete lines 1 through 6 and insert:

7 “**NOTE:** Sections 5 through 8 were deleted by amendment. Subsequent
8 sections were not renumbered.”.

9 On page 7, delete lines 42 through 45.

10 On page 8, delete lines 1 through 34 and insert:

11 “**NOTE:** Sections 17 through 22 were deleted by amendment. Subsequent
12 sections were not renumbered.”.

13 On page 23, line 16, delete “to allow for entrance into or exit from the
14 marina or”.

15 In line 21, after the comma insert “describing the parties’ rights and ob-
16 ligations under subsections (4) to (6) of this subsection,”.

17 In line 25, delete “substantial”.

18 Delete lines 27 through 30 and insert:

19 “(4) The landlord must move the floating home to another space in the
20 marina that allows the tenant to continue to occupy the home.”.

21 Delete lines 35 and 36 and insert:

1 “(d) Actual damages based on a decrease in value or quality of the tem-
2 porary location, assessed only after 30 days following the date of the
3 move;”.

4 In line 42, after “under” insert “subsection (5) of”.

5 On page 24, line 1, delete “notices or” and insert “notice to”.

6 In line 3, before the period insert “, whichever is greater”.

7 On page 25, delete lines 37 through 45 and delete pages 26 through 36.

8 On page 37, delete lines 1 through 4 and insert:

9 **“SECTION 40. ORS 90.727 is amended to read:**

10 **“90.727. (1) As used in this section:**

11 **“(a) ‘Maintaining a tree’ means removing or trimming a tree for the pur-**
12 **pose of eliminating features of the tree that cause the tree to be hazardous,**
13 **or that may cause the tree to become hazardous in the near future.**

14 **“(b) ‘Removing a tree’ includes:**

15 **“(A) Felling and removing the tree; and**

16 **“(B) Grinding or removing the stump of the tree.**

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

21 **“(3) A landlord:**

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

25 **“(b) May maintain a tree on the rented space to prevent the tree from**
26 **becoming a hazard tree, after providing the tenant with reasonable written**
27 **notice and a reasonable opportunity to maintain the tree.**

28 **“(c) Has discretion to decide whether the appropriate maintenance is re-**
29 **moval or trimming of the hazard tree.**

30 **“(d) Is not responsible for maintaining a tree that is not a hazard tree**

1 or for maintaining any tree for aesthetic purposes.

2 “(4) [*A landlord shall comply*] **In addition to complying** with ORS
3 90.725, before entering a tenant’s space to inspect or maintain a tree, **the**
4 **landlord must provide the tenant with reasonable notice and, except**
5 **as necessary to avoid an imminent and serious harm to persons or**
6 **property, a reasonable opportunity for the tenant to maintain the tree.**
7 **The notice must specify any trees that the landlord intends to**
8 **remove.**

9 “(5) Except as provided in subsection (3) of this section, a tenant is re-
10 sponsible for maintaining the trees on the tenant’s space in a manufactured
11 dwelling park at the tenant’s expense. The tenant may retain an arborist li-
12 censed as a landscape construction professional pursuant to ORS 671.560 and
13 certified by the International Society of Arboriculture to inspect a tree on
14 the tenant’s rented space at the tenant’s expense and if the arborist deter-
15 mines that the tree is a hazard, the tenant may:

16 “(a) Require the landlord to maintain a tree that is the landlord’s re-
17 sponsibility under subsection (3) of this section; or

18 “(b) Maintain the tree at the tenant’s expense, after providing the land-
19 lord with reasonable written notice of the proposed maintenance and a copy
20 of the arborist’s report.

21 “(6) If a manufactured dwelling cannot be removed from a space without
22 first removing or trimming a tree on the space, the owner of the manufac-
23 tured dwelling may remove or trim the tree at the dwelling owner’s expense,
24 after giving reasonable written notice to the landlord, for the purpose of
25 removing the manufactured dwelling.

26 **“SECTION 40a. Section 41 of this 2019 Act is added to and made a**
27 **part of ORS 90.505 to 90.850.**

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

1 offer the tenant a written storage agreement.

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

4 “(3) The parties must enter into a written and signed storage
5 agreement within 60 days after the landlord offers a storage agree-
6 ment.

7 “(4) A storage agreement under this section may:

8 “(a) Not entitle anyone to occupy the floating home;

9 “(b) Not terminate without cause in a period less than 12 months
10 from commencement;

11 “(c) Not authorize the landlord to sell the floating home until the
12 agreement has terminated;

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

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

21 “(f) Require that the tenant maintain the personal property and the
22 space on which the personal property is stored in a manner consistent
23 with the rights and obligations described in the rental agreement that
24 the landlord currently provides to tenants as required by ORS 90.510
25 (4); and

26 “(g) Require the tenant to repair any existing defects in the physical
27 condition of the floating home, if the defects and necessary repairs are
28 reasonably described in the storage agreement and, for homes that
29 were first placed on the space within the previous 24 months, the re-
30 pairs are reasonably consistent with marina standards in effect at the

1 **time of placement.**

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

7 **“(b) Except as allowed by paragraph (a) of this subsection, if the**
8 **tenant violates the storage agreement, the landlord may terminate the**
9 **agreement by giving at least 90 days’ written notice to the tenant**
10 **stating facts sufficient to notify the tenant of the reason for the ter-**
11 **mination.**

12 **“(c) After a landlord gives a termination notice pursuant to para-**
13 **graph (b) of this subsection for nonpayment of a storage charge, if the**
14 **tenant again violates the agreement by failing to pay a subsequent**
15 **storage charge, the landlord may terminate the agreement by giving**
16 **at least 30 days’ written notice to the tenant stating facts sufficient**
17 **to notify the tenant of the reason for termination.**

18 **“(d) Unless a tenant cures the reason given in the termination no-**
19 **tice within the notice period described under paragraphs (a) to (c) of**
20 **this subsection, the storage agreement terminates without further**
21 **notice to the tenant.**

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

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

30 **“(7) During the term of a storage agreement, a landlord may in-**

1 **crease the storage charge if:**

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

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

4 **and**

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

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

11 **“SECTION 42. ORS 90.675 is amended to read:**

12 **“90.675. (1) As used in this section:**

13 **“(a) ‘Current market value’ means the amount in cash, as determined by**
14 **the county assessor, that could reasonably be expected to be paid for per-**
15 **sonal property by an informed buyer to an informed seller, each acting**
16 **without compulsion in an arm’s-length transaction occurring on the assess-**
17 **ment date for the tax year or on the date of a subsequent reappraisal by the**
18 **county assessor.**

19 **“(b) ‘Dispose of the personal property’ means that, if reasonably appro-**
20 **priate, the landlord may throw away the property or may give it without**
21 **consideration to a nonprofit organization or to a person unrelated to the**
22 **landlord. The landlord may not retain the property for personal use or ben-**
23 **efit.**

24 **“(c) ‘Lienholder’ means any lienholder of abandoned personal property, if**
25 **the lien is of record or the lienholder is actually known to the landlord.**

26 **“(d) ‘Of record’ means:**

27 **“(A) For a manufactured dwelling, that a security interest has been**
28 **properly recorded in the records of the Department of Consumer and Busi-**
29 **ness Services pursuant to ORS 446.611 or on a certificate of title issued by**
30 **the Department of Transportation prior to May 1, 2005.**

1 “(B) For a floating home, that a security interest has been properly re-
2 corded with the State Marine Board pursuant to ORS 830.740 to 830.755 for
3 a home registered and titled with the board pursuant to ORS 830.715.

4 “(e) ‘Personal property’ means only a manufactured dwelling or floating
5 home located in a facility and subject to ORS 90.505 to 90.850. ‘Personal
6 property’ does not include goods left inside a manufactured dwelling or
7 floating home or left upon a rented space and subject to disposition under
8 ORS 90.425.

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

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

19 “(b) The tenant has been absent from the premises continuously for seven
20 days after termination of a tenancy by a court order that has not been exe-
21 cuted; or

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

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

27 “(a) Personally delivered to the tenant; or

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

29 “(A) The premises;

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

1 landlord; and

2 “(C) The most recent forwarding address if provided by the tenant or ac-
3 tually known to the landlord.

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

6 “(A) Any lienholder of the personal property;

7 “(B) The tax collector of the county where the personal property is lo-
8 cated; and

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

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

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

16 “(A) Actually known to the landlord;

17 “(B) Of record; and

18 “(C) Provided to the landlord by the lienholder in a written notice that
19 identifies the personal property subject to the lien and that was sent to the
20 landlord by certified mail with return receipt requested within the preceding
21 five years. The notice must identify the personal property by describing the
22 physical address of the property.

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

25 “(a) The personal property left upon the premises is considered aban-
26 doned;

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

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

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

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

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

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

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

22 “(i) If applicable, there is a lienholder that has a right to claim the per-
23 sonal property, except as provided by subsection (19) of this section.

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

28 “(7) After notifying the tenant as required by subsection (3) of this sec-
29 tion, the landlord:

30 “(a) Shall store the abandoned personal property of the tenant on the

1 rented space and shall exercise reasonable care for the personal property;
2 and

3 “(b) Is entitled to reasonable or actual storage charges and costs inci-
4 dental to storage or disposal. The storage charge may be no greater than the
5 monthly space rent last payable by the tenant.

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

20 “(9) Except as provided in subsections (19) to (21) of this section, if the
21 tenant or lienholder does not respond within the time provided by the
22 landlord’s notice, or the tenant or lienholder does not remove the personal
23 property within 30 days after responding to the landlord or by any date
24 agreed to with the landlord, whichever is later, the personal property is
25 conclusively presumed to be abandoned. The tenant and any lienholder that
26 have been given notice pursuant to subsection (3) or (4) of this section shall,
27 except with regard to the distribution of sale proceeds pursuant to subsection
28 (13) of this section, have no further right, title or interest to the personal
29 property and may not claim or sell the property.

30 “(10) If the personal property is presumed to be abandoned under sub-

1 section (9) of this section, the landlord then may:

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

4 “(A) The landlord may seek to transfer ownership of record of the per-
5 sonal property by complying with the requirements of the appropriate state
6 agency; and

7 “(B) The landlord shall:

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

10 “(I) That the personal property is abandoned;

11 “(II) The tenant’s name;

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

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

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

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

20 “(ii) At a reasonable time prior to the sale, give a copy of the notice re-
21 quired by sub-subparagraph (i) of this subparagraph to the tenant and to any
22 lienholder, by personal delivery or first class mail, except that for any
23 lienholder, mail service must be by first class mail with certificate of mail-
24 ing;

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

29 “(iv) Obtain written proof from the county that all property taxes and
30 assessments on the personal property have been paid or, if not paid, that the

1 county has authorized the sale, with the sale proceeds to be distributed
2 pursuant to subsection (13) of this section; or

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

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

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

14 “(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord inten-
15 tionally misrepresents the condition of personal property, the landlord is not
16 liable for the condition of the personal property to:

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

19 “(b) A person or nonprofit organization to whom the landlord gives the
20 personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this sec-
21 tion.

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

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

24 “(B) Unpaid rent.

25 “(b) After deducting the amounts listed in paragraph (a) of this sub-
26 section, the landlord shall remit the remaining proceeds, if any, to the
27 county tax collector to the extent of any unpaid property taxes and assess-
28 ments owed on the dwelling or home.

29 “(c) After deducting the amounts listed in paragraphs (a) and (b) of this
30 subsection, if applicable, the landlord shall remit the remaining proceeds, if

1 any, to any lienholder to the extent of any unpaid balance owed on the lien
2 on the personal property.

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

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

11 “(14) The county tax collector and the Department of Revenue shall can-
12 cel all unpaid property taxes and special assessments as provided under ORS
13 305.155 and 311.790 only under one of the following circumstances:

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

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

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

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

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

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

29 “(e) The landlord acquires the personal property as a result of an agree-
30 ment described in subsection (23) of this section and sells the property, in

1 compliance with subsection (15) of this section, to a buyer who intends to
2 occupy the property in the facility in which the property is located.

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

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

8 “(i) The landlord’s intent to sell the property in an arm’s-length trans-
9 action to an unrelated buyer who intends to occupy the property in the fa-
10 cility in which the property is located; and

11 “(ii) That the landlord shall comply with the requirements of this sub-
12 section; and

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

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

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

22 “(iii) The period of time, which may not be more than is reasonably nec-
23 essary, that is taken by the landlord to complete the sale of the property.

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

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

30 “(A) Payment to the county tax collector or the Department of Revenue,

1 as appropriate, of the amount remaining from the sale proceeds after the
2 deduction of the landlord's claims and costs as described in the affidavit or
3 declaration, up to the amount of the unpaid taxes or tax lien. The landlord
4 may retain the amount of the sale proceeds that exceed the amount of the
5 unpaid taxes or tax lien;

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

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

9 “(d) Upon a showing of compliance with paragraph (c) of this subsection,
10 the county tax collector or the Department of Revenue shall cancel all un-
11 paid taxes or tax liens on the property.

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

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

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

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

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

1 “(c) A county tax collector aggrieved by the noncompliance may recover
2 from the landlord the actual damages sustained by the tax collector, if the
3 noncompliance is part of an effort by the landlord to defraud the tax col-
4 lector. ORS 90.255 does not authorize an award of attorney fees to the pre-
5 vailing party in any action arising under this paragraph.

6 “(19) The provisions of this section regarding the rights and responsibil-
7 ities of a tenant to the abandoned personal property also apply to any
8 lienholder, except that the lienholder may not sell or remove the dwelling
9 or home unless:

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

12 “(b) The tenant or a personal representative or designated person de-
13 scribed in subsection (21) of this section has waived all rights under this
14 section pursuant to subsection (23) of this section; or

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

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

26 “(b) The lienholder’s right to a storage agreement arises upon the failure
27 of the tenant or, in the case of a deceased tenant, the personal represen-
28 tative, designated person, heir or devisee to remove or sell the dwelling or
29 home within the allotted time.

30 “(c) To exercise the right to a storage agreement under this subsection,

1 in addition to contacting the landlord with a timely response as described
2 in paragraph (a) of this subsection, the lienholder must enter into the pro-
3 posed storage agreement within 60 days after the landlord gives a copy of the
4 agreement to the lienholder. The landlord shall give a copy of the proposed
5 storage agreement to the lienholder in the same manner as provided by sub-
6 section (4)(b) of this section. The landlord may include a copy of the pro-
7 posed storage agreement with the notice of abandoned property required by
8 subsection (4) of this section. A lienholder enters into a storage agreement
9 by signing a copy of the agreement provided by the landlord and personally
10 delivering or mailing the signed copy to the landlord within the 60-day pe-
11 riod. **If a tenant is eligible to enter into a storage agreement under**
12 **section 41 of this 2019 Act, a proposed storage agreement under this**
13 **subsection must state that the agreement is conditional upon the**
14 **tenant not timely electing to enter into a storage agreement.**

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

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

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

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

1 “(D) The lienholder repair any defects in the physical condition of the
2 personal property that existed prior to the lienholder entering into the stor-
3 age agreement, if the defects and necessary repairs are reasonably described
4 in the storage agreement and, for homes that were first placed on the space
5 within the previous 24 months, the repairs are reasonably consistent with
6 facility standards in effect at the time of placement. The lienholder shall
7 have 90 days after entering into the storage agreement to make the repairs.
8 Failure to make the repairs within the allotted time constitutes a violation
9 of the storage agreement and the landlord may terminate the agreement by
10 giving at least 14 days’ written notice to the lienholder stating facts suffi-
11 cient to notify the lienholder of the reason for termination. Unless the
12 lienholder corrects the violation within the notice period, the agreement
13 terminates as provided and the landlord may sell or dispose of the property
14 without further notice to the lienholder.

15 “(e) Notwithstanding subsection (7)(b) of this section, a landlord may in-
16 crease the storage charge if the increase is part of a facility-wide rent in-
17 crease for all facility tenants, the increase is no greater than the increase
18 for other tenants and the landlord gives the lienholder written notice con-
19 sistent with the requirements of ORS 90.600 (1).

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

27 “(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the
28 lienholder violates the storage agreement, the landlord may terminate the
29 agreement by giving at least 90 days’ written notice to the lienholder stating
30 facts sufficient to notify the lienholder of the reason for the termination.

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

4 “(B) After a landlord gives a termination notice pursuant to subparagraph
5 (A) of this paragraph for failure of the lienholder to pay a storage charge
6 and the lienholder corrects the violation, if the lienholder again violates the
7 storage agreement by failing to pay a subsequent storage charge, the land-
8 lord may terminate the agreement by giving at least 30 days’ written notice
9 to the lienholder stating facts sufficient to notify the lienholder of the reason
10 for termination. Unless the lienholder corrects the violation within the no-
11 tice period, the agreement terminates as provided and the landlord may sell
12 or dispose of the property without further notice to the lienholder.

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

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

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

25 “(a) The provisions of this section regarding the rights and responsibil-
26 ities of a tenant to the abandoned personal property shall apply to any per-
27 sonal representative named in a will or appointed by a court to act for the
28 deceased tenant or any person designated in writing by the tenant to be
29 contacted by the landlord in the event of the tenant’s death.

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

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

2 “(B) Personally delivered or sent by first class mail to any personal rep-
3 resentative or designated person if actually known to the landlord.

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

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

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

24 “(f) During the term of an agreement described under paragraph (d) of
25 this subsection, the representative or person has the right to remove or sell
26 the property, including a sale to a purchaser or a transfer to an heir or
27 devisee where the purchaser, heir or devisee wishes to leave the property on
28 the rented space and become a tenant, subject to the provisions of ORS
29 90.680. The landlord also may condition approval for occupancy of any pur-
30 chaser, heir or devisee of the property upon payment of all unpaid storage

1 charges and maintenance costs.

2 “(g) If the representative or person violates the storage agreement, the
3 landlord may terminate the agreement by giving at least 30 days’ written
4 notice to the representative or person stating facts sufficient to notify the
5 representative or person of the reason for the termination. Unless the rep-
6 resentative or person corrects the violation within the notice period, the
7 agreement terminates as provided and the landlord may sell or dispose of the
8 property without further notice to the representative or person.

9 “(h) Upon the failure of a representative or person to enter into a storage
10 agreement as provided by this subsection or upon termination of an agree-
11 ment, unless the parties otherwise agree or the representative or person has
12 sold or removed the property, the landlord may sell or dispose of the property
13 pursuant to this section without further notice to the representative or per-
14 son.

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

22 “(a) The date provided in subsection (6) of this section by which a tenant,
23 lienholder, personal representative or designated person must contact a
24 landlord to arrange for the disposition of the property must be not less than
25 15 days after personal delivery or mailing of the notice required by sub-
26 section (3) of this section.

27 “(b) The date provided in subsections (8) and (9) of this section by which
28 a tenant, lienholder, personal representative or designated person must re-
29 move the property must be not less than seven days after the tenant,
30 lienholder, personal representative or designated person contacts the land-

1 lord.

2 “(c) The notice required by subsection (3) of this section must be as pro-
3 vided in subsection (5) of this section, except that:

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

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

9 “(C) The landlord shall attach a copy of the agency’s determination to the
10 notice.

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

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

18 “(23)(a) A landlord may sell or dispose of a tenant’s abandoned personal
19 property without complying with the provisions of this section if, after ter-
20 mination of the tenancy or no more than seven days prior to the termination
21 of the tenancy, the following parties so agree in a writing entered into in
22 good faith:

23 “(A) The landlord;

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

28 “(C) Any lienholder.

29 “(b) A landlord may not, as part of a rental agreement, as a condition to
30 approving a sale of property on rented space under ORS 90.680 or in any

1 other manner, require a tenant, a personal representative, a designated per-
2 son or any lienholder to waive any right provided by this section.

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

6 On page 44, delete lines 31 through 38.

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

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

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

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