

House Bill 2372

Sponsored by Representative CAMPOS; Representatives PHAM, RUIZ (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Eliminates landlord's ability to terminate residential tenancy without cause. Clarifies damages available to tenant for landlord's unlawful no-cause notice or fraudulent landlord-cause notice.

A BILL FOR AN ACT

1
2 Relating to terminations of residential tenancies without tenant cause; creating new provisions; and
3 amending ORS 90.100, 90.147, 90.220, 90.230, 90.300, 90.323, 90.425, 90.427, 90.429, 90.490, 90.493,
4 90.510, 90.545, 90.555, 90.675, 100.305, 100.320, 105.115, 105.120 and 105.124 and section 3, chapter
5 13, Oregon Laws 2020 (first special session).

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

7 **SECTION 1.** ORS 90.427 is amended to read:

8 90.427. (1) **If a tenancy is a week-to-week tenancy, the tenant may terminate the tenancy**
9 **by giving the landlord written notice not less than 10 days before the termination date**
10 **specified in the notice.**

11 (2) **If a tenancy is a month-to-month tenancy, at any time during the tenancy, the tenant**
12 **may terminate the tenancy by giving the landlord written notice not less than 30 days before**
13 **to the termination date designated in the notice.**

14 (3) **If the tenancy is a fixed term tenancy, the fixed term tenancy becomes a month-to-**
15 **month tenancy upon the expiration of the fixed term unless:**

16 (a) **The landlord and tenant agree to a new fixed term tenancy; or**

17 (b) **The tenant terminates the tenancy by giving the landlord written notice not less than**
18 **30 days prior to the later of the date:**

19 (A) **That the fixed term expires; or**

20 (B) **That is designated in the tenant's termination notice.**

21 (4) **A landlord may only terminate a tenancy by giving a termination notice under this**
22 **chapter or ORS 86.782 (6)(c) and may not terminate a tenancy without cause or assert that**
23 **a tenancy is terminated upon the expiration of a fixed term.**

24 (5) **If a landlord provides a notice to a tenant purporting to terminate the tenancy with-**
25 **out cause or asserting that the tenancy terminates upon the expiration of a fixed term, the**
26 **landlord shall pay to the tenant:**

27 (a) **Three months' rent; and**

28 (b) **Actual damages sustained by the tenant if the tenant surrenders possession as a di-**
29 **rect result of the invalid notice.**

30 *[(1) As used in this section:]*

31 *[(a) "First year of occupancy" includes all periods in which any of the tenants has resided in the*

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 *dwelling unit for one year or less.]*

2 *[(b) "Immediate family" means:]*

3 *[(A) An adult person related by blood, adoption, marriage or domestic partnership, as defined in*
4 *ORS 106.310, or as defined or described in similar law in another jurisdiction;]*

5 *[(B) An unmarried parent of a joint child;]*

6 *[(C) A child, grandchild, foster child, ward or guardian; or]*

7 *[(D) A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A)*
8 *or (B) of this paragraph.]*

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

12 *[(3) If a tenancy is a month-to-month tenancy:]*

13 *[(a) at any time during the tenancy, the tenant may terminate the tenancy by giving the landlord*
14 *notice in writing not less than 30 days prior to the date designated in the notice for the termination*
15 *of the tenancy.]*

16 *[(b) At any time during the first year of occupancy, the landlord may terminate the tenancy by*
17 *giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for*
18 *the termination of the tenancy.]*

19 *[(c) Except as provided in subsection (8) of this section, at any time after the first year of occu-*
20 *pancy, the landlord may terminate the tenancy only:]*

21 *[(A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),*
22 *90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]*

23 *[(B) For a qualifying landlord reason for termination and with notice in writing as described in*
24 *subsections (5) and (6) of this section.]*

25 *[(4) If the tenancy is a fixed term tenancy:]*

26 *[(a) The landlord may terminate the tenancy during the fixed term only for cause and with notice*
27 *as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.]*

28 *[(b) If the specified ending date for the fixed term falls within the first year of occupancy, the*
29 *landlord may terminate the tenancy without cause by giving the tenant notice in writing not less than*
30 *30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated*
31 *in the notice for the termination of the tenancy, whichever is later.]*

32 *[(c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed*
33 *term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month tenancy*
34 *upon the expiration of the fixed term, unless:]*

35 *[(A) The landlord and tenant agree to a new fixed term tenancy;]*

36 *[(B) The tenant gives notice in writing not less than 30 days prior to the specified ending date for*
37 *the fixed term or]*

38 *[The date designated in the notice for the termination of the tenancy, whichever is later; or]*

39 *[(C) The landlord has a qualifying reason for termination and gives notice as specified in sub-*
40 *sections (5) to (7) of this section.]*

41 *[(5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this section*
42 *at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under sub-*
43 *section (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior to the*
44 *date designated in the notice for the termination of the month-to-month tenancy or the specified ending*
45 *date for the fixed term, whichever is later, if:]*

1 *[(a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use other*
2 *than residential use within a reasonable time;]*

3 *[(b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-*
4 *sonable time and:]*

5 *[(A) The premises is unsafe or unfit for occupancy; or]*

6 *[(B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;]*

7 *[(c) The landlord intends for the landlord or a member of the landlord's immediate family to occupy*
8 *the dwelling unit as a primary residence and the landlord does not own a comparable unit in the same*
9 *building that is available for occupancy at the same time that the tenant receives notice to terminate the*
10 *tenancy; or]*

11 *[(d) The landlord has:]*

12 *[(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from*
13 *a person who intends in good faith to occupy the dwelling unit as the person's primary residence;*
14 *and]*

15 *[(B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the*
16 *tenant not more than 120 days after accepting the offer to purchase.]*

17 *[(6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall:]*

18 *[(A) Specify in the termination notice the reason for the termination and supporting facts;]*

19 *[(B) State that the rental agreement will terminate upon a designated date not less than 90 days*
20 *after delivery of the notice; and]*

21 *[(C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the tenant*
22 *an amount equal to one month's periodic rent.]*

23 *[(b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has*
24 *an ownership interest in four or fewer residential dwelling units subject to this chapter.]*

25 *[(7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the*
26 *fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the specified*
27 *ending date for the fixed term or 90 days prior to the date designated in the notice for the termination*
28 *of the tenancy, whichever is later, and:]*

29 *[(a) The tenant has committed three or more violations of the rental agreement within the preceding*
30 *12-month period and the landlord has given the tenant a written warning notice at the time of each*
31 *violation;]*

32 *[(b) Each written warning notice:]*

33 *[(A) Specifies the violation;]*

34 *[(B) States that the landlord may choose to terminate the tenancy at the end of the fixed term if*
35 *there are three violations within a 12-month period preceding the end of the fixed term; and]*

36 *[(C) States that correcting the third or subsequent violation is not a defense to termination under*
37 *this subsection; and]*

38 *[(c) The 90-day notice of termination:]*

39 *[(A) States that the rental agreement will terminate upon the specified ending date for the fixed*
40 *term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;]*

41 *[(B) Specifies the reason for the termination and supporting facts; and]*

42 *[(C) Is delivered to the tenant concurrent with or after the third or subsequent written warning*
43 *notice.]*

44 *[(8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on*
45 *the same property as the landlord's primary residence, and the building or the property contains not*

1 *more than two dwelling units, the landlord may terminate the tenancy at any time after the first year*
 2 *of occupancy:]*

3 *[(a) For a month-to-month tenancy:]*

4 *[(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,*
 5 *90.398, 90.405, 90.440 or 90.445;]*

6 *[(B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date*
 7 *designated in the notice for the termination of the tenancy; or]*

8 *[(C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date*
 9 *designated in the notice for the termination of the tenancy if:]*

10 *[(i) The dwelling unit is purchased separately from any other dwelling unit;]*

11 *[(ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends*
 12 *in good faith to occupy the dwelling unit as the person's primary residence; and]*

13 *[(iii) The landlord has provided the notice, and written evidence of the offer to purchase the*
 14 *dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.]*

15 *[(b) For a fixed term tenancy:]*

16 *[(A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782*
 17 *(6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]*

18 *[(B) At any time during the fixed term, without cause by giving the tenant notice in writing not less*
 19 *than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date desig-*
 20 *nated in the notice for the termination of the tenancy, whichever is later.]*

21 *[(9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)*
 22 *of this section:]*

23 *[(A) The landlord shall be liable to the tenant in an amount equal to three months' rent in addition*
 24 *to actual damages sustained by the tenant as a result of the tenancy termination; and]*

25 *[(B) The tenant has a defense to an action for possession by the landlord.]*

26 *[(b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant commences*
 27 *an action asserting the claim within one year after the tenant knew or should have known that the*
 28 *landlord terminated the tenancy in violation of this section.]*

29 *[(10)]* **(6)** *[The tenancy shall terminate]* **A tenancy terminates** on the date designated **in a lawful**
 30 **termination notice under this chapter or ORS 86.782 (6)(c)** and without regard to the expiration
 31 of the period for which, by the terms of the *[tenancy]* **rental agreement**, rents are to be paid. Unless
 32 otherwise agreed, rent is uniformly apportionable from day to day.

33 *[(11)]* If the tenant remains in possession without the landlord's consent after *[expiration of the*
 34 *term of the rental agreement or its]* **the termination of a rental agreement**, the landlord may bring
 35 an action for possession. In addition, the landlord may recover from the tenant any actual damages
 36 resulting from the tenant holding over, including the value of any rent accruing from the expiration
 37 or termination of the rental agreement until the landlord knows or should know that the tenant has
 38 relinquished possession to the landlord. If the landlord consents to the tenant's continued occupancy,
 39 ORS 90.220 (7) applies.

40 *[(12)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or*
 41 *(8)(b) of this section need not state a reason for the termination.]*

42 *[(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a notice*
 43 *of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section an ex-*
 44 *planation of the reason for the termination without having to prove the reason. An explanation does*
 45 *not give the person receiving the notice of termination a right to cure the reason if the notice states*

1 *that:]*

2 [(A) *The notice is given without stated cause;]*

3 [(B) *The recipient of the notice does not have a right to cure the reason for the termination; and]*

4 [(C) *The person giving the notice need not prove the reason for the termination in a court action.]*

5 [(13) *Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to ORS*
6 *90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.]*

7 **SECTION 2.** ORS 90.429 is amended to read:

8 90.429. [(1)] If a tenancy consists of rented space for a manufactured dwelling or floating home
9 that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the
10 space is not in a facility, the landlord may terminate a month-to-month tenancy **only as provided**
11 **in ORS 90.427.** [*without a cause specified in ORS 90.392, 90.394 or 90.396 only by delivering a written*
12 *notice of termination to the tenant not less than 180 days before the termination date designated in that*
13 *notice.]*

14 [(2)(a) *A notice given to terminate a tenancy under subsection (1) of this section need not state a*
15 *reason for the termination.]*

16 [(b) *Notwithstanding paragraph (a) of this subsection, a landlord may include in a notice of ter-*
17 *mination given under subsection (1) of this section an explanation of the reason for the termination*
18 *without having to prove the reason. An explanation does not give the tenant a right to cure the reason*
19 *if the notice states that:]*

20 [(A) *The notice is given without stated cause;]*

21 [(B) *The tenant does not have a right to cure the reason for the termination; and]*

22 [(C) *The landlord need not prove the reason for the termination in a court action.]*

23 **SECTION 3.** ORS 90.230 is amended to read:

24 90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling
25 park, mobile home park or recreational vehicle park, all as defined in ORS 197.492, the landlord
26 shall provide a written rental agreement for a month-to-month, week-to-week or [*fixed-term*] **fixed**
27 **term** tenancy. The rental agreement must state:

28 [(a) *If applicable, that the tenancy may be terminated by the landlord under ORS 90.427 without*
29 *cause upon 30 or 60 days' written notice for a month-to-month tenancy or upon 10 days' written notice*
30 *for a week-to-week tenancy.]*

31 [(b)] (a) That any accessory building or structure paid for or provided by the tenant belongs to
32 the tenant and is subject to a demand by the landlord that the tenant remove the building or
33 structure upon termination of the tenancy.

34 [(c)] (b) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from
35 placement and occupancy restrictions.

36 [(2) *If a tenant described in subsection (1) of this section moves following termination of the tenancy*
37 *by the landlord under ORS 90.427, and the landlord failed to provide the required written rental*
38 *agreement before the beginning of the tenancy, the tenant may recover the tenant's actual damages or*
39 *twice the periodic rent, whichever is greater.]*

40 [(3)] (2) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1)
41 for exemption from placement and occupancy restrictions, and a state agency or local government
42 requires the tenant to move as a result of the noncompliance, the tenant may recover the tenant's
43 actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if
44 the noncompliance was caused by the tenant.

45 [(4)] (3) This section does not apply to a vacation occupancy.

1 **SECTION 4.** Section 5 of this 2021 Act is added to and made a part of ORS chapter 90.

2 **SECTION 5.** (1) A landlord may terminate a tenancy by giving a written termination no-
3 tice to a tenant not less than 90 days prior to the date designated in the notice during a
4 month-to-month tenancy if:

5 (a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a
6 use other than residential use within a reasonable time or to convert the residence to a
7 condominium under ORS 100.301 to 100.320.

8 (b) The landlord intends to undertake repairs or renovations to the dwelling unit within
9 a reasonable time and:

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

11 (B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or reno-
12 vations.

13 (c) The landlord intends for the landlord or a member of the landlord's immediate family
14 to occupy the dwelling unit as a primary residence and the landlord does not own a compa-
15 rable unit in the same building that is available for occupancy at the same time that the
16 tenant receives notice to terminate the tenancy. As used in this paragraph, "immediate
17 family" means:

18 (A) An adult person related by blood, adoption, marriage or domestic partnership, as
19 defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;

20 (B) An unmarried parent of a joint child;

21 (C) A child, grandchild, foster child, ward or guardian; or

22 (D) A child, grandchild, foster child, ward or guardian of any person listed in subpara-
23 graph (A) or (B) of this paragraph.

24 (d) The landlord has:

25 (A) Accepted an offer to purchase the dwelling unit separately from any other dwelling
26 unit from a person who intends in good faith to occupy the dwelling unit as the person's
27 primary residence; and

28 (B) Provided the notice and written evidence of the offer to purchase the dwelling unit,
29 to the tenant not more than 120 days after accepting the offer to purchase.

30 (2) A landlord that terminates a tenancy under this section shall:

31 (a) Specify in the termination notice the reason for the termination and facts in support
32 of the reason;

33 (b) State that the rental agreement will terminate upon a designated date not less than
34 90 days after delivery of the notice; and

35 (c) If the owner of the dwelling unit has five or more dwelling units, at the time the
36 landlord delivers the tenant the notice to terminate the tenancy, pay the tenant an amount
37 equal to one month's periodic rent.

38 (3) This section does not apply to a tenancy subject to ORS 90.505 to 90.850.

39 (4) If a landlord delivers to a tenant a notice under this section with materially fraudu-
40 lent claims, the landlord shall pay to the tenant:

41 (a) Three months' rent; and

42 (b) Actual damages sustained by the tenant if the tenant surrenders possession as a di-
43 rect result of the fraudulent notice.

44 **SECTION 6.** ORS 90.545 is amended to read:

45 90.545. (1) Except as provided under [subsections (2) to (6) of] this section, a fixed term tenancy

1 for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically
 2 renews as a month-to-month tenancy having the same terms and conditions, other than duration and
 3 rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394,
 4 90.396, 90.398, 90.630 or 90.632.

5 (2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent
 6 with ORS 90.550, the landlord shall [*submit*] **deliver** the proposed new rental agreement to the ten-
 7 ant at least 60 days prior to the ending date of the term. The landlord shall include with the pro-
 8 posed agreement a written statement that summarizes any new or revised terms, conditions, rules
 9 or regulations.

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

13 [(a)(A) *Fairly implement a statute or ordinance adopted after the creation of the existing agreement;*
 14 *or*]

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

19 [(b) *are*] consistent with the rights and remedies provided to tenants under this chapter.[, *in-*
 20 *cluding the right to keep a pet pursuant to ORS 90.530;*]

21 [(c) *Do not relate to the age, size, style, construction material or year of construction of the manu-*
 22 *factured dwelling or floating home contrary to ORS 90.632 (2); and*]

23 [(d) *do*] **A renewed or extended rental agreement may** not require an alteration of the man-
 24 ufactured dwelling or floating home or alteration or new construction of an accessory building or
 25 structure.

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

28 [(5)] **(4) A tenancy renews as a month-to-month tenancy under subsection (1) of this**
 29 **section if:**

30 (a) A landlord fails to submit a proposed new rental agreement as provided by subsection (2)
 31 of this section[, *the tenancy renews as a month-to-month tenancy as provided by subsection (1) of this*
 32 *section.*]; **or**

33 [(6)] (b) [*if*] A tenant fails to accept [*or unreasonably rejects*] a landlord's proposed new rental
 34 agreement [*as provided by subsection (4) of this section, the fixed term tenancy terminates on the end-*
 35 *ing date without further notice and the landlord may take possession by complying with ORS 105.105*
 36 *to 105.168*].

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

45 **SECTION 7.** ORS 90.100 is amended to read:

1 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

14 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-
 15 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
 16 pearance of any premises or dwelling unit.

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

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

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

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

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

25 (10) "Domestic violence" means:

26 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

27 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

28 (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

29 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
 30 dence or sleeping place by one person who maintains a household or by two or more persons who
 31 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
 32 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
 33 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
 34 not the manufactured dwelling, recreational vehicle or floating home itself.

35 (13) "Essential service" means:

36 (a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or
 37 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:

38 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
 39 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
 40 supplied by the landlord; and

41 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,
 42 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
 43 makes the dwelling unit unfit for occupancy.

44 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
 45 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

1 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any
2 drainage system; and

3 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,
4 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
5 makes the rented space unfit for occupancy.

6 (14) "Facility" means a manufactured dwelling park or a marina.

7 (15) "Fee" means a nonrefundable payment of money.

8 (16) "First class mail" does not include certified or registered mail, or any other form of mail
9 that may delay or hinder actual delivery of mail to the recipient.

10 (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence[, *continuing to a*
11 *specific ending date and terminating on that date without requiring further notice to effect the termi-*
12 *nation*] **until converting on a designated ending date to a month-to-month tenancy if not re-**
13 **newed.**

14 (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes
15 an accessory building or structure.

16 (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

17 (20) "Hazard tree" means a tree that:

18 (a) Is located on a rented space in a manufactured dwelling park;

19 (b) Measures at least eight inches DBH; and

20 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
21 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
22 risk of causing serious physical harm or damage to individuals or property in the near future.

23 (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

24 (22) "Informal dispute resolution" includes voluntary consultation between the landlord or
25 landlord's agent and one or more tenants or voluntary mediation utilizing the services of a third
26 party, but does not include mandatory mediation or arbitration.

27 (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or
28 premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor
29 or sublessor to manage the premises or to enter into a rental agreement.

30 (24) "Landlord's agent" means a person who has oral or written authority, either express or
31 implied, to act for or on behalf of a landlord.

32 (25) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
33 mary function of which is to secure the payment of rent for the last month of the tenancy.

34 (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured
35 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory
36 building or structure.

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

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

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

45 (30) "Month-to-month tenancy" means a tenancy that automatically renews and continues for

1 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
 2 the parties, until terminated by one or both of the parties.

3 (31) "Organization" includes a corporation, government, governmental subdivision or agency,
 4 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
 5 mon interest, and any other legal or commercial entity.

6 (32) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
 7 verally, in whom is vested:

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

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

11 (33) "Person" includes an individual or organization.

12 (34) "Premises" means:

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

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

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

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

20 (36) "Recreational vehicle" has the meaning given that term in ORS 174.101.

21 (37) "Rent" means any payment to be made to the landlord under the rental agreement, periodic
 22 or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit
 23 to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees
 24 or utility or service charges as described in ORS 90.315 (4) and 90.562.

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

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

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

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

40 (42) "Sexual assault" has the meaning given that term in ORS 147.450.

41 (43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
 42 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
 43 not include a tenant who holds over as described in ORS 90.427 [(11)] (6).

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

45 (45) "Statement of policy" means the summary explanation of information and facility policies

1 to be provided to prospective and existing tenants under ORS 90.510.

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

5 (47) "Tenant":

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (51) "Victim" means:

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

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

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

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

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

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

40 **SECTION 8.** ORS 90.147 is amended to read:

41 90.147. For the purposes of this chapter, delivery of possession occurs:

42 (1) From the landlord to the tenant, when the landlord gives actual notice to the tenant that the
43 tenant has the right under a rental agreement to occupy the dwelling unit to the exclusion of others.
44 The right to occupy may be implied by actions such as the landlord's delivery of the keys to the
45 dwelling unit; and

1 (2) From the tenant to the landlord at the termination of the tenancy, when:

2 (a) The tenant gives actual notice to the landlord that the tenant has relinquished any right to
 3 occupy the dwelling unit to the exclusion of others. Relinquishment of the right to occupy may be
 4 implied by actions such as the tenant's return of the keys to the dwelling unit;

5 (b) After the expiration date of an outstanding termination of tenancy notice [*or the end of a*
 6 *term tenancy*], the landlord reasonably believes under all the circumstances that the tenant has re-
 7 linquished or no longer claims the right to occupy the dwelling unit to the exclusion of others; or

8 (c) The landlord reasonably knows of the tenant's abandonment of the dwelling unit.

9 **SECTION 9.** ORS 90.220 is amended to read:

10 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
 11 prohibited by this chapter or other rule of law including rent, term of the agreement and other
 12 provisions governing the rights and obligations of the parties.

13 (2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally
 14 amended by the landlord or tenant.

15 (3) The landlord shall provide the tenant with a copy of any written rental agreement and all
 16 amendments and additions thereto.

17 (4) Except as provided in this subsection, the rental agreement must include a disclosure of the
 18 smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is
 19 not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
 20 in ORS 90.100.

21 (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to
 22 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

23 (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and
 24 occupancy of the dwelling unit.

25 (7) Except as otherwise provided by this chapter:

26 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.
 27 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-
 28 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at
 29 the beginning of each month or week, depending on whether the tenancy is month-to-month or
 30 week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent
 31 increases must comply with the provisions of ORS 90.323.

32 (b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or
 33 a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

34 (8) Except as provided by ORS 90.427 [(11)] (6), a tenant is responsible for payment of rent until
 35 the earlier of:

36 (a) The date that a notice terminating the tenancy expires;

37 [(b) *The date that the tenancy terminates by its own terms;*]

38 [(c)] (b) The date that the tenancy terminates by surrender;

39 [(d)] (c) The date that the tenancy terminates as a result of the landlord failing to use reason-
 40 able efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3);

41 [(e)] (d) The date when a new tenancy with a new tenant begins;

42 [(f)] (e) Thirty days after delivery of possession without prior notice of termination of a month-
 43 to-month tenancy; or

44 [(g)] (f) Ten days after delivery of possession without prior notice of termination of a week-to-
 45 week tenancy.

1 (9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of
 2 tenant payments, a landlord shall apply tenant payments in the following order:

3 (A) Outstanding rent from prior rental periods;

4 (B) Rent for the current rental period;

5 (C) Utility or service charges;

6 (D) Late rent payment charges; and

7 (E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to
 8 damage claims or other claims against the tenant.

9 (b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850.

10 **SECTION 10.** ORS 90.300 is amended to read:

11 90.300. (1) As used in this section, “security deposit” includes any last month’s rent deposit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 (c) When the tenancy terminates in accordance with the provisions of a written rental agree-
 23 ment for a term tenancy.

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

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

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

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

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

1 (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured
 2 dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the
 3 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-
 4 scribed in subsections (12) and (13) of this section commences on the earliest of:

5 (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);

6 (b) Removal of the manufactured dwelling or floating home from the rented space;

7 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
 8 90.425 (10)(b) or 90.675 (10)(b); or

9 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675
 10 (10)(a).

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

15 (a) Withheld without a written accounting under subsection (12) of this section; or

16 (b) Withheld in bad faith.

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

19 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS
 20 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall
 21 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is
 22 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the
 23 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-
 24 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the
 25 tenant after the garnishment, the landlord is not required to refund or account for the security de-
 26 posit or prepaid rent under subsection (11) of this section.

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

29 **SECTION 11.** ORS 90.323 is amended to read:

30 90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent with-
 31 out giving the tenant written notice at least seven days prior to the effective date of the rent in-
 32 crease.

33 (2) For purposes of this section, the term “consumer price index” refers to the annual 12-month
 34 average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as
 35 published by the Bureau of Labor Statistics of the United States Department of Labor in September
 36 of the prior calendar year.

37 (3) During any tenancy other than week-to-week, the landlord may not increase the rent:

38 (a) During the first year after the tenancy begins.

39 (b) At any time after the first year of the tenancy without giving the tenant written notice at
 40 least 90 days prior to the effective date of the rent increase.

41 (c) During any 12-month period, in an amount greater than seven percent plus the consumer
 42 price index above the existing rent except as permitted under subsection [(7)] (6) of this section.

43 (4) The notices required under this section must specify:

44 (a) The amount of the rent increase;

45 (b) The amount of the new rent;

1 (c) Facts supporting the exemption authorized by subsection [(7)] (6) of this section, if the in-
2 crease is above the amount allowed in subsection (3)(c) of this section; and

3 (d) The date on which the increase becomes effective.

4 (5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

5 [(6) *A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS*
6 *90.427 (3) or (4) during the first year of a tenancy may not reset rent for the next tenancy in an amount*
7 *greater than seven percent plus the consumer price index above the previous rent.*]

8 [(7)] (6) A landlord is not subject to subsection (3)(c) [or (6)] of this section when:

9 (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from
10 the date of the notice of the rent increase; or

11 (b) The landlord is providing reduced rent to the tenant as part of a federal, state or local pro-
12 gram or subsidy.

13 [(8)] (7) A landlord that increases rent in violation of subsection (3)(c) [or (6)] of this section is
14 liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the
15 tenant.

16 **SECTION 12.** ORS 90.425 is amended to read:

17 90.425. (1) As used in this section:

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

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

27 (c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or
28 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
29 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
30 a facility.

31 (d) "Lienholder" means any lienholder of an abandoned recreational vehicle, manufactured
32 dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

33 (e) "Of record" means:

34 (A) For a recreational vehicle that is not more than eight and one-half feet wide, that a security
35 interest has been properly recorded with the Department of Transportation pursuant to ORS 802.200
36 (1)(a)(A) and 803.097.

37 (B) For a manufactured dwelling or recreational vehicle that is more than eight and one-half feet
38 wide, that a security interest has been properly recorded for the manufactured dwelling or recre-
39 ational vehicle in the records of the Department of Consumer and Business Services pursuant to
40 ORS 446.611 or on a certificate of title issued by the Department of Transportation.

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

44 (f) "Owner" means any owner of an abandoned recreational vehicle, manufactured dwelling or
45 floating home, if different from the tenant and either of record or actually known to the landlord.

1 (g) "Personal property" means goods, vehicles and recreational vehicles and includes manufac-
 2 tured dwellings and floating homes not located in a facility. "Personal property" does not include
 3 manufactured dwellings and floating homes located in a facility and therefore subject to being
 4 stored, sold or disposed of as provided under ORS 90.675.

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

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

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

15 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
 16 suant to ORS 105.161.

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

19 (a) Personally delivered to the tenant; or

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

21 (A) The premises;

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

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

25 (4)(a) In addition to the notice required by subsection (3) of this section, in the case of an
 26 abandoned recreational vehicle, manufactured dwelling or floating home, a landlord shall also give
 27 a copy of the notice described in subsection (3) of this section to:

28 (A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

29 (B) Any owner of the recreational vehicle, manufactured dwelling or floating home;

30 (C) The tax collector of the county where the manufactured dwelling or floating home is located;
 31 and

32 (D) The assessor of the county where the manufactured dwelling or floating home is located.

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

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

38 (A) Actually known to the landlord;

39 (B) Of record; and

40 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal
 41 property subject to the lien and that was sent to the landlord by certified mail with return receipt
 42 requested within the preceding five years. The notice must identify the personal property by de-
 43 scribing the physical address of the property.

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

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

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

4 (c) The personal property is stored at a place of safekeeping, except that if the property includes
 5 a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;

6 (d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section,
 7 may arrange for removal of the personal property by contacting the landlord at a described tele-
 8 phone number or address on or before the specified date;

9 (e) The landlord shall make the personal property available for removal by the tenant or any
 10 lienholder or owner, except as provided by subsection (18) of this section, by appointment at rea-
 11 sonable times;

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

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

19 (h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date,
 20 or after that contact, fails to remove the personal property within 30 days for recreational vehicles,
 21 manufactured dwellings and floating homes or 15 days for all other personal property, the landlord
 22 may sell or dispose of the personal property. If the landlord reasonably believes that the personal
 23 property will be eligible for disposal pursuant to subsection (10)(b) of this section and the landlord
 24 intends to dispose of the property if the property is not claimed, the notice shall state that belief
 25 and intent; and

26 (i) If the personal property includes a recreational vehicle, manufactured dwelling or floating
 27 home and if applicable, there is a lienholder or owner that has a right to claim the recreational
 28 vehicle, dwelling or home, except as provided by subsection (18) of this section.

29 (6) For purposes of subsection (5) of this section, the specified date by which a tenant, lienholder
 30 or owner must contact a landlord to arrange for the disposition of abandoned personal property is:

31 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
 32 45 days after personal delivery or mailing of the notice; or

33 (b) For all other abandoned personal property, not less than five days after personal delivery
 34 or eight days after mailing of the notice.

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

36 (a) Shall store any abandoned manufactured dwelling or floating home on the rented space and
 37 shall exercise reasonable care for the dwelling or home;

38 (b) Shall store all other abandoned personal property of the tenant, including goods left inside
 39 a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside
 40 a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable
 41 care for the personal property, except that the landlord may:

42 (A) Promptly dispose of rotting food; and

43 (B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal
 44 control agency will not remove the abandoned pets or livestock, the landlord shall exercise reason-
 45 able care for the animals given all the circumstances, including the type and condition of the ani-

1 mals, and may give the animals to an agency that is willing and able to care for the animals, such
 2 as a humane society or similar organization;

3 (c) Except for manufactured dwellings and floating homes, may store the abandoned personal
 4 property at the dwelling unit, move and store it elsewhere on the premises or move and store it at
 5 a commercial storage company or other place of safekeeping; and

6 (d) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
 7 posal, including any cost of removal to a place of storage. In the case of an abandoned manufactured
 8 dwelling or floating home, the storage charge may be no greater than the monthly space rent last
 9 payable by the tenant.

10 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
 11 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
 12 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
 13 sonal property from the premises or from the place of safekeeping, the landlord must make that
 14 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
 15 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling
 16 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
 17 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
 18 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
 19 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
 20 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
 21 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS
 22 90.412 or 90.417.

23 (9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or
 24 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the
 25 time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the per-
 26 sonal property within the time required by subsection (8) of this section or by any date agreed to
 27 with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is con-
 28 clusively presumed to be abandoned. The tenant and any lienholder or owner that have been given
 29 notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution
 30 of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest
 31 to the personal property and may not claim or sell the property.

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

34 (a) Sell the personal property at a public or private sale, provided that prior to the sale of a
 35 recreational vehicle, manufactured dwelling or floating home:

36 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
 37 ing with the requirements of the appropriate state agency; and

38 (B) The landlord shall:

39 (i) Place a notice in a newspaper of general circulation in the county in which the recreational
 40 vehicle, manufactured dwelling or floating home is located. The notice shall state:

41 (I) That the recreational vehicle, manufactured dwelling or floating home is abandoned;

42 (II) The tenant's and owner's name, if of record or actually known to the landlord;

43 (III) The address and any space number where the recreational vehicle, manufactured dwelling
 44 or floating home is located, and any plate, registration or other identification number for a recre-
 45 ational vehicle or floating home noted on the certificate of title, if actually known to the landlord;

- 1 (IV) Whether the sale is by private bidding or public auction;
- 2 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
3 accepted; and
- 4 (VI) The name and telephone number of the person to contact to inspect the recreational vehi-
5 cle, manufactured dwelling or floating home;
- 6 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
7 subparagraph (i) of this subparagraph to the tenant and to any lienholder and owner, by personal
8 delivery or first class mail, except that for any lienholder, mail service must be by first class mail
9 with certificate of mailing;
- 10 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
11 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
12 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
13 and
- 14 (iv) Obtain written proof from the county that all property taxes and assessments on the manu-
15 factured dwelling or floating home have been paid or, if not paid, that the county has authorized the
16 sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;
- 17 (b) Destroy or otherwise dispose of the personal property if the landlord determines that:
- 18 (A) For a manufactured dwelling or floating home, the current market value of the property is
19 \$8,000 or less as determined by the county assessor; or
- 20 (B) For all other personal property, the reasonable current fair market value is \$1,000 or less
21 or so low that the cost of storage and conducting a public sale probably exceeds the amount that
22 would be realized from the sale; or
- 23 (c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or
24 otherwise dispose of the remaining personal property.
- 25 (11)(a) A public or private sale authorized by this section must:
- 26 (A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consistent
27 with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the
28 method, manner, time, place and terms must be commercially reasonable; or
- 29 (B) For all other personal property, be conducted under the provisions of ORS 79.0610.
- 30 (b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal
31 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
32 lord shall destroy or otherwise dispose of the personal property.
- 33 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
34 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition
35 of the dwelling or home to:
- 36 (a) A buyer of the dwelling or home at a sale pursuant to subsection (10)(a) of this section, with
37 or without consideration; or
- 38 (b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursu-
39 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.
- 40 (13)(a) The landlord may deduct from the proceeds of the sale:
- 41 (A) The reasonable or actual cost of notice, storage and sale; and
- 42 (B) Unpaid rent.
- 43 (b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts
44 listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to
45 the county tax collector to the extent of any unpaid property taxes and assessments owed on the

1 dwelling or home.

2 (c) If the sale was of a recreational vehicle, manufactured dwelling or floating home, after de-
3 ducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord
4 shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance
5 owed on the lien on the recreational vehicle, dwelling or home.

6 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
7 cable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together with
8 an itemized accounting.

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

13 (14) The county tax collector shall cancel all unpaid property taxes and assessments owed on
14 a manufactured dwelling or floating home, as provided under ORS 311.790, only under one of the
15 following circumstances:

16 (a) The landlord disposes of the manufactured dwelling or floating home after a determination
17 described in subsection (10)(b) of this section.

18 (b) There is no buyer of the manufactured dwelling or floating home at a sale described under
19 subsection (11) of this section.

20 (c)(A) There is a buyer of the manufactured dwelling or floating home at a sale described under
21 subsection (11) of this section;

22 (B) The current market value of the manufactured dwelling or floating home is \$8,000 or less;
23 and

24 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
25 owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13) of this
26 section.

27 (d)(A) The landlord buys the manufactured dwelling or floating home at a sale described under
28 subsection (11) of this section;

29 (B) The current market value of the manufactured dwelling or floating home is more than \$8,000;

30 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
31 owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to
32 subsection (13) of this section; and

33 (D) The landlord disposes of the manufactured dwelling or floating home.

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

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

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

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

45 (b) A lienholder or owner aggrieved by the noncompliance may recover from the landlord the

1 actual damages sustained by the lienholder or owner. ORS 90.255 does not authorize an award of
 2 attorney fees to the prevailing party in any action arising under this paragraph; and

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

7 (18) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home,
 8 the provisions of this section regarding the rights and responsibilities of a tenant to the abandoned
 9 vehicle, dwelling or home also apply to any lienholder except that the lienholder may not sell or
 10 remove the vehicle, dwelling or home unless:

11 (a) The lienholder has foreclosed its lien on the recreational vehicle, manufactured dwelling or
 12 floating home;

13 (b) The tenant or a personal representative or designated person described in subsection (20)
 14 of this section has waived all rights under this section pursuant to subsection (26) of this section;
 15 or

16 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
 17 pired.

18 (19)(a) In the case of an abandoned manufactured dwelling or floating home, [*but not including*
 19 *a dwelling or home abandoned following a termination pursuant to ORS 90.429 and*] except as pro-
 20 vided by subsection (20)(d) and (e) of this section, if a lienholder makes a timely response to a notice
 21 of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests,
 22 a landlord shall enter into a written storage agreement with the lienholder providing that the
 23 dwelling or home may not be sold or disposed of by the landlord for up to 12 months. A storage
 24 agreement entitles the lienholder to store the personal property on the previously rented space
 25 during the term of the agreement, but does not entitle anyone to occupy the personal property.

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

29 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 30 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 31 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 32 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 33 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
 34 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 35 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 36 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 37 to the landlord within the 60-day period.

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

40 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-
 41 section (7)(d) of this section, accruing from the commencement of the 45-day period described in
 42 subsection (6) of this section. A storage charge may include a utility or service charge, as described
 43 in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if in-
 44 cidental to the storage of personal property. A storage charge may not be due more frequently than
 45 monthly;

1 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
 2 quired in the agreement, if the amount of the late charge is no greater than for late charges de-
 3 scribed in the rental agreement between the landlord and the tenant; and

4 (C) The lienholder maintain the personal property and the space on which the personal property
 5 is stored in a manner consistent with the rights and obligations described in the rental agreement
 6 between the landlord and the tenant.

7 (e) During the term of an agreement described under this subsection, the lienholder has the right
 8 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
 9 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a
 10 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the
 11 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions
 12 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on
 13 the rented space and become a tenant. The landlord also may condition approval for occupancy of
 14 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

15 (f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement
 16 by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the
 17 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the
 18 notice period, the agreement terminates as provided and the landlord may sell or dispose of the
 19 dwelling or home without further notice to the lienholder.

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

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

30 (g) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-
 31 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder
 32 has sold or removed the manufactured dwelling or floating home, the landlord may sell or dispose
 33 of the property pursuant to this section without further notice to the lienholder.

34 (20) If the personal property is a manufactured dwelling or floating home and is considered
 35 abandoned as a result of the death of a tenant who was the only tenant and who owned the dwelling
 36 or home, this section applies, except as follows:

37 (a) The following persons have the same rights and responsibilities regarding the abandoned
 38 dwelling or home as a tenant:

39 (A) Any personal representative named in a will or appointed by a court to act for the deceased
 40 tenant.

41 (B) Any person designated in writing by the tenant to be contacted by the landlord in the event
 42 of the tenant's death.

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

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

45 (B) Personally delivered or sent by first class mail to any personal representative or designated

1 person, if actually known to the landlord.

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

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

15 (e) If a personal representative or other person requests that a landlord enter into a storage
 16 agreement, subsection (19)(c), (d) and (f)(C) of this section applies, with the representative or person
 17 having the rights and responsibilities of a lienholder with regard to the storage agreement.

18 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
 19 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
 20 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
 21 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
 22 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,
 23 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
 24 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
 25 or home on the rented space and become a tenant. The landlord also may condition approval for
 26 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
 27 storage charges and maintenance costs.

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

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

39 (21) If the personal property is other than a manufactured dwelling or floating home and is
 40 considered abandoned as a result of the death of a tenant who was the only tenant and who owned
 41 the personal property, this section applies except as follows:

42 (a) The following persons have the same rights and responsibilities regarding the abandoned
 43 personal property as a tenant:

44 (A) An heir or devisee.

45 (B) Any personal representative named in a will or appointed by a court to act for the deceased

1 tenant.

2 (C) Any person designated in writing by the tenant to be contacted by the landlord in the event
3 of the tenant's death.

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

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

6 (B) Personally delivered or sent by first class mail to any heir, devisee, personal representative
7 or designated person, if actually known to the landlord; and

8 (C) Sent by first class mail to the attention of an estate administrator of the Department of State
9 Lands.

10 (c) The notice described in subsection (5) of this section must refer to the heir, devisee, personal
11 representative, designated person or estate administrator of the department, instead of the deceased
12 tenant, and must incorporate the provisions of this subsection.

13 (d) The landlord shall allow a person that is an heir, devisee or personal representative of the
14 tenant, or an estate administrator of the department, to remove the personal property if the person
15 contacts the landlord within the period provided by subsection (6) of this section, complies with the
16 requirements of this section and provides the landlord with reasonable evidence that the person is
17 an heir, devisee or personal representative, or an estate administrator of the department.

18 (e) If neither an heir, devisee nor personal representative of the tenant, nor an estate adminis-
19 trator of the department, contacts the landlord within the time period provided by subsection (6) of
20 this section, the landlord shall allow removal of the personal property by the designated person of
21 the tenant, if the designated person contacts the landlord within that period and complies with the
22 requirements of this section and provides the landlord with reasonable evidence that the person is
23 the designated person.

24 (f) A landlord who allows removal of personal property under this subsection is not liable to
25 another person that has a claim or interest in the personal property.

26 (22) If a governmental agency determines that the condition of a manufactured dwelling, floating
27 home or recreational vehicle abandoned under this section constitutes an extreme health or safety
28 hazard under state or local law and the agency determines that the hazard endangers others in the
29 immediate vicinity and requires quick removal of the property, the landlord may sell or dispose of
30 the property pursuant to this subsection. The landlord shall comply with all provisions of this sec-
31 tion, except as follows:

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

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

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

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

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

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

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

5 (e) A landlord is not required to enter into a storage agreement with a lienholder, owner, per-
 6 sonal representative or designated person pursuant to subsection (19) of this section.

7 (23)(a) If an official or agency referred to in ORS 453.876 notifies the landlord that the official
 8 or agency has determined that all or part of the premises is unfit for use as a result of the presence
 9 of an illegal drug manufacturing site involving methamphetamine, and the landlord complies with
 10 this subsection, the landlord is not required to comply with subsections (1) to (22) and (24) to (27)
 11 of this section with regard to personal property left on the portion of the premises that the official
 12 or agency has determined to be unfit for use.

13 (b) Upon receiving notice from an official or agency determining the premises to be unfit for use,
 14 the landlord shall promptly give written notice to the tenant as provided in subsection (3) of this
 15 section. The landlord shall also attach a copy of the notice in a secure manner to the main entrance
 16 of the dwelling unit. The notice to the tenant shall include a copy of the official's or agency's notice
 17 and state:

18 (A) That the premises, or a portion of the premises, has been determined by an official or agency
 19 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a
 20 result subsections (1) to (22) and (24) to (27) of this section do not apply to personal property left
 21 on any portion of the premises determined to be unfit for use;

22 (B) That the landlord has hired, or will hire, a contractor to assess the level of contamination
 23 of the site and to decontaminate the site;

24 (C) That upon hiring the contractor, the landlord will provide to the tenant the name, address
 25 and telephone number of the contractor; and

26 (D) That the tenant may contact the contractor to determine whether any of the tenant's per-
 27 sonal property may be removed from the premises or may be decontaminated at the tenant's expense
 28 and then removed.

29 (c) To the extent consistent with rules of the Department of Human Services, the contractor
 30 may release personal property to the tenant.

31 (d) If the contractor and the department determine that the premises or the tenant's personal
 32 property is not unfit for use, upon notification by the department of the determination, the landlord
 33 shall comply with subsections (1) to (22) and (24) to (27) of this section for any personal property left
 34 on the premises.

35 (e) Except as provided in paragraph (d) of this subsection, the landlord is not responsible for
 36 storing or returning any personal property left on the portion of the premises that is unfit for use.

37 (24) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home
 38 that is owned by someone other than the tenant, the provisions of this section regarding the rights
 39 and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that owner,
 40 with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside the
 41 vehicle, dwelling or home.

42 (25) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 for re-
 43 moval of abandoned motor vehicles from private property may be used by a landlord as an alterna-
 44 tive to the procedures required in this section.

45 (26)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-

1 plying with subsections (1) to (25) and (27) of this section if, after termination of the tenancy or no
 2 more than seven days prior to the termination of the tenancy, the following parties so agree in a
 3 writing entered into in good faith:

4 (A) The landlord;

5 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
 6 tenant, the personal representative, designated person or other person entitled to possession of the
 7 personal property, such as an heir or devisee, as described in subsection (20) or (21) of this section;
 8 and

9 (C) In the case of a manufactured dwelling, floating home or recreational vehicle, any owner and
 10 any lienholder.

11 (b) A landlord may not, as part of a rental agreement, require a tenant, a personal represen-
 12 tative, a designated person or any lienholder or owner to waive any right provided by this section.

13 (27) Until personal property is conclusively presumed to be abandoned under subsection (9) of
 14 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
 15 erty.

16 **SECTION 13.** ORS 90.425, as amended by section 52, chapter 678, Oregon Laws 2019, is
 17 amended to read:

18 90.425. (1) As used in this section:

19 (a) “Current market value” means the amount in cash, as determined by the county assessor,
 20 that could reasonably be expected to be paid for a manufactured dwelling or floating home by an
 21 informed buyer to an informed seller, each acting without compulsion in an arm’s-length transaction
 22 occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the
 23 county assessor.

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

28 (c) “Goods” includes those goods left inside a recreational vehicle, manufactured dwelling or
 29 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
 30 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
 31 a facility.

32 (d) “Lienholder” means any lienholder of an abandoned recreational vehicle, manufactured
 33 dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

34 (e) “Of record” means:

35 (A) For a recreational vehicle that is not more than eight and one-half feet wide, that a security
 36 interest has been properly recorded with the Department of Transportation pursuant to ORS 802.200
 37 (1)(a)(A) and 803.097.

38 (B) For a manufactured dwelling or recreational vehicle that is more than eight and one-half feet
 39 wide, that a security interest has been properly recorded for the manufactured dwelling or recre-
 40 ational vehicle in the records of the Department of Consumer and Business Services pursuant to
 41 ORS 446.611 or on a certificate of title issued by the Department of Transportation.

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

45 (f) “Owner” means any owner of an abandoned recreational vehicle, manufactured dwelling or

1 floating home, if different from the tenant and either of record or actually known to the landlord.

2 (g) "Personal property" means goods, vehicles and recreational vehicles and includes manufac-
 3 tured dwellings and floating homes not located in a facility. "Personal property" does not include
 4 manufactured dwellings and floating homes located in a facility and therefore subject to being
 5 stored, sold or disposed of as provided under ORS 90.675.

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

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

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

16 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
 17 suant to ORS 105.161.

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

20 (a) Personally delivered to the tenant; or

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

22 (A) The premises;

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

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

26 (4)(a) In addition to the notice required by subsection (3) of this section, in the case of an
 27 abandoned recreational vehicle, manufactured dwelling or floating home, a landlord shall also give
 28 a copy of the notice described in subsection (3) of this section to:

29 (A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

30 (B) Any owner of the recreational vehicle, manufactured dwelling or floating home;

31 (C) The tax collector of the county where the manufactured dwelling or floating home is located;
 32 and

33 (D) The assessor of the county where the manufactured dwelling or floating home is located.

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

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

39 (A) Actually known to the landlord;

40 (B) Of record; and

41 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal
 42 property subject to the lien and that was sent to the landlord by certified mail with return receipt
 43 requested within the preceding five years. The notice must identify the personal property by de-
 44 scribing the physical address of the property.

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

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

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

5 (c) The personal property is stored at a place of safekeeping, except that if the property includes
6 a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;

7 (d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section,
8 may arrange for removal of the personal property by contacting the landlord at a described tele-
9 phone number or address on or before the specified date;

10 (e) The landlord shall make the personal property available for removal by the tenant or any
11 lienholder or owner, except as provided by subsection (18) of this section, by appointment at rea-
12 sonable times;

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

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

20 (h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date,
21 or after that contact, fails to remove the personal property within 30 days for recreational vehicles,
22 manufactured dwellings and floating homes or 15 days for all other personal property, the landlord
23 may sell or dispose of the personal property. If the landlord reasonably believes that the personal
24 property will be eligible for disposal pursuant to subsection (10)(b) of this section and the landlord
25 intends to dispose of the property if the property is not claimed, the notice shall state that belief
26 and intent; and

27 (i) If the personal property includes a recreational vehicle, manufactured dwelling or floating
28 home and if applicable, there is a lienholder or owner that has a right to claim the recreational
29 vehicle, dwelling or home, except as provided by subsection (18) of this section.

30 (6) For purposes of subsection (5) of this section, the specified date by which a tenant, lienholder
31 or owner must contact a landlord to arrange for the disposition of abandoned personal property is:

32 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than
33 45 days after personal delivery or mailing of the notice; or

34 (b) For all other abandoned personal property, not less than five days after personal delivery
35 or eight days after mailing of the notice.

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

37 (a) Shall store any abandoned manufactured dwelling or floating home on the rented space and
38 shall exercise reasonable care for the dwelling or home;

39 (b) Shall store all other abandoned personal property of the tenant, including goods left inside
40 a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside
41 a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable
42 care for the personal property, except that the landlord may:

43 (A) Promptly dispose of rotting food; and

44 (B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal
45 control agency will not remove the abandoned pets or livestock, the landlord shall exercise reason-

1 able care for the animals given all the circumstances, including the type and condition of the ani-
 2 mals, and may give the animals to an agency that is willing and able to care for the animals, such
 3 as a humane society or similar organization;

4 (c) Except for manufactured dwellings and floating homes, may store the abandoned personal
 5 property at the dwelling unit, move and store it elsewhere on the premises or move and store it at
 6 a commercial storage company or other place of safekeeping; and

7 (d) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
 8 posal, including any cost of removal to a place of storage. In the case of an abandoned manufactured
 9 dwelling or floating home, the storage charge may be no greater than the monthly space rent last
 10 payable by the tenant.

11 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
 12 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
 13 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
 14 sonal property from the premises or from the place of safekeeping, the landlord must make that
 15 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
 16 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling
 17 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-
 18 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of
 19 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment
 20 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the
 21 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such
 22 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS
 23 90.412 or 90.417.

24 (9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or
 25 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the
 26 time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the per-
 27 sonal property within the time required by subsection (8) of this section or by any date agreed to
 28 with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is con-
 29 clusively presumed to be abandoned. The tenant and any lienholder or owner that have been given
 30 notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution
 31 of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest
 32 to the personal property and may not claim or sell the property.

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

35 (a) Sell the personal property at a public or private sale, provided that prior to the sale of a
 36 recreational vehicle, manufactured dwelling or floating home:

37 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
 38 ing with the requirements of the appropriate state agency; and

39 (B) The landlord shall:

40 (i) Place a notice in a newspaper of general circulation in the county in which the recreational
 41 vehicle, manufactured dwelling or floating home is located. The notice shall state:

42 (I) That the recreational vehicle, manufactured dwelling or floating home is abandoned;

43 (II) The tenant's and owner's name, if of record or actually known to the landlord;

44 (III) The address and any space number where the recreational vehicle, manufactured dwelling
 45 or floating home is located, and any plate, registration or other identification number for a recre-

1 ational vehicle or floating home noted on the certificate of title, if actually known to the landlord;

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

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

5 (VI) The name and telephone number of the person to contact to inspect the recreational vehi-
6 cle, manufactured dwelling or floating home;

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

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

15 (iv) Obtain written proof from the county that all property taxes and assessments on the manu-
16 factured dwelling or floating home have been paid or, if not paid, that the county has authorized the
17 sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;

18 (b) Destroy or otherwise dispose of the personal property if the landlord determines that:

19 (A) For a manufactured dwelling or floating home, the current market value of the property is
20 \$8,000 or less as determined by the county assessor; or

21 (B) For all other personal property, the reasonable current fair market value is \$1,000 or less
22 or so low that the cost of storage and conducting a public sale probably exceeds the amount that
23 would be realized from the sale; or

24 (c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or
25 otherwise dispose of the remaining personal property.

26 (11)(a) A public or private sale authorized by this section must:

27 (A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consistent
28 with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the
29 method, manner, time, place and terms must be commercially reasonable; or

30 (B) For all other personal property, be conducted under the provisions of ORS 79.0610.

31 (b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal
32 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
33 lord shall destroy or otherwise dispose of the personal property.

34 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
35 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition
36 of the dwelling or home to:

37 (a) A buyer of the dwelling or home at a sale pursuant to subsection (10)(a) of this section, with
38 or without consideration; or

39 (b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursu-
40 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

43 (B) Unpaid rent.

44 (b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts
45 listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to

1 the county tax collector to the extent of any unpaid property taxes and assessments owed on the
2 dwelling or home.

3 (c) If the sale was of a recreational vehicle, manufactured dwelling or floating home, after de-
4 ducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord
5 shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance
6 owed on the lien on the recreational vehicle, dwelling or home.

7 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
8 cable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together with
9 an itemized accounting.

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

14 (14) The county tax collector shall cancel all unpaid property taxes and assessments owed on
15 a manufactured dwelling or floating home, as provided under ORS 311.790, only under one of the
16 following circumstances:

17 (a) The landlord disposes of the manufactured dwelling or floating home after a determination
18 described in subsection (10)(b) of this section.

19 (b) There is no buyer of the manufactured dwelling or floating home at a sale described under
20 subsection (11) of this section.

21 (c)(A) There is a buyer of the manufactured dwelling or floating home at a sale described under
22 subsection (11) of this section;

23 (B) The current market value of the manufactured dwelling or floating home is \$8,000 or less;
24 and

25 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
26 owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13) of this
27 section.

28 (d)(A) The landlord buys the manufactured dwelling or floating home at a sale described under
29 subsection (11) of this section;

30 (B) The current market value of the manufactured dwelling or floating home is more than \$8,000;

31 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
32 owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to
33 subsection (13) of this section; and

34 (D) The landlord disposes of the manufactured dwelling or floating home.

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

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

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

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

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

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

8 (18) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home,
 9 the provisions of this section regarding the rights and responsibilities of a tenant to the abandoned
 10 vehicle, dwelling or home also apply to any lienholder except that the lienholder may not sell or
 11 remove the vehicle, dwelling or home unless:

12 (a) The lienholder has foreclosed its lien on the recreational vehicle, manufactured dwelling or
 13 floating home;

14 (b) The tenant or a personal representative or designated person described in subsection (20)
 15 of this section has waived all rights under this section pursuant to subsection (26) of this section;
 16 or

17 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
 18 pired.

19 (19)(a) In the case of an abandoned manufactured dwelling or floating home, [*but not including*
 20 *a dwelling or home abandoned following a termination pursuant to ORS 90.429 and*] except as pro-
 21 vided by subsection (20)(d) and (e) of this section, if a lienholder makes a timely response to a notice
 22 of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests,
 23 a landlord shall enter into a written storage agreement with the lienholder providing that the
 24 dwelling or home may not be sold or disposed of by the landlord for up to 12 months. A storage
 25 agreement entitles the lienholder to store the personal property on the previously rented space
 26 during the term of the agreement, but does not entitle anyone to occupy the personal property.

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

30 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 31 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 32 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 33 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 34 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
 35 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 36 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 37 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 38 to the landlord within the 60-day period.

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

41 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-
 42 section (7)(d) of this section, accruing from the commencement of the 45-day period described in
 43 subsection (6) of this section. A storage charge may include a utility or service charge, as described
 44 in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if in-
 45cidental to the storage of personal property. A storage charge may not be due more frequently than

1 monthly;

2 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
 3 quired in the agreement, if the amount of the late charge is no greater than for late charges de-
 4 scribed in the rental agreement between the landlord and the tenant; and

5 (C) The lienholder maintain the personal property and the space on which the personal property
 6 is stored in a manner consistent with the rights and obligations described in the rental agreement
 7 between the landlord and the tenant.

8 (e) During the term of an agreement described under this subsection, the lienholder has the right
 9 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
 10 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a
 11 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the
 12 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions
 13 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on
 14 the rented space and become a tenant. The landlord also may condition approval for occupancy of
 15 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

16 (f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement
 17 by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the
 18 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the
 19 notice period, the agreement terminates as provided and the landlord may sell or dispose of the
 20 dwelling or home without further notice to the lienholder.

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

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

31 (g) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-
 32 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder
 33 has sold or removed the manufactured dwelling or floating home, the landlord may sell or dispose
 34 of the property pursuant to this section without further notice to the lienholder.

35 (20) If the personal property is a manufactured dwelling or floating home and is considered
 36 abandoned as a result of the death of a tenant who was the only tenant and who owned the dwelling
 37 or home, this section applies, except as follows:

38 (a) The following persons have the same rights and responsibilities regarding the abandoned
 39 dwelling or home as a tenant:

40 (A) Any personal representative named in a will or appointed by a court to act for the deceased
 41 tenant.

42 (B) Any person designated in writing by the tenant to be contacted by the landlord in the event
 43 of the tenant's death.

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

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

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

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

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

16 (e) If a personal representative or other person requests that a landlord enter into a storage
 17 agreement, subsection (19)(c), (d) and (f)(C) of this section applies, with the representative or person
 18 having the rights and responsibilities of a lienholder with regard to the storage agreement.

19 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
 20 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
 21 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
 22 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
 23 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,
 24 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
 25 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
 26 or home on the rented space and become a tenant. The landlord also may condition approval for
 27 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
 28 storage charges and maintenance costs.

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

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

40 (21) If the personal property is other than a manufactured dwelling or floating home and is
 41 considered abandoned as a result of the death of a tenant who was the only tenant and who owned
 42 the personal property, this section applies except as follows:

43 (a) The following persons have the same rights and responsibilities regarding the abandoned
 44 personal property as a tenant:

45 (A) An heir or devisee.

1 (B) Any personal representative named in a will or appointed by a court to act for the deceased
 2 tenant.

3 (C) Any person designated in writing by the tenant to be contacted by the landlord in the event
 4 of the tenant's death.

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

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

7 (B) Personally delivered or sent by first class mail to any heir, devisee, personal representative
 8 or designated person, if actually known to the landlord; and

9 (C) Sent by first class mail to the attention of an estate administrator of the State Treasurer.

10 (c) The notice described in subsection (5) of this section must refer to the heir, devisee, personal
 11 representative, designated person or estate administrator of the State Treasurer, instead of the de-
 12 ceased tenant, and must incorporate the provisions of this subsection.

13 (d) The landlord shall allow a person that is an heir, devisee or personal representative of the
 14 tenant, or an estate administrator of the State Treasurer, to remove the personal property if the
 15 person contacts the landlord within the period provided by subsection (6) of this section, complies
 16 with the requirements of this section and provides the landlord with reasonable evidence that the
 17 person is an heir, devisee or personal representative, or an estate administrator of the State
 18 Treasurer.

19 (e) If no heir, devisee or personal representative of the tenant, or no estate administrator of the
 20 State Treasurer, contacts the landlord within the time period provided by subsection (6) of this
 21 section, the landlord shall allow removal of the personal property by the designated person of the
 22 tenant, if the designated person contacts the landlord within that period and complies with the re-
 23 quirements of this section and provides the landlord with reasonable evidence that the person is the
 24 designated person.

25 (f) A landlord who allows removal of personal property under this subsection is not liable to
 26 another person that has a claim or interest in the personal property.

27 (22) If a governmental agency determines that the condition of a manufactured dwelling, floating
 28 home or recreational vehicle abandoned under this section constitutes an extreme health or safety
 29 hazard under state or local law and the agency determines that the hazard endangers others in the
 30 immediate vicinity and requires quick removal of the property, the landlord may sell or dispose of
 31 the property pursuant to this subsection. The landlord shall comply with all provisions of this sec-
 32 tion, except as follows:

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

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

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

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

45 (B) The notice must state that a governmental agency has determined that the property consti-

1 tutes an extreme health or safety hazard and must be removed quickly; and

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

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

6 (e) A landlord is not required to enter into a storage agreement with a lienholder, owner, per-
7 sonal representative or designated person pursuant to subsection (19) of this section.

8 (23)(a) If an official or agency referred to in ORS 453.876 notifies the landlord that the official
9 or agency has determined that all or part of the premises is unfit for use as a result of the presence
10 of an illegal drug manufacturing site involving methamphetamine, and the landlord complies with
11 this subsection, the landlord is not required to comply with subsections (1) to (22) and (24) to (27)
12 of this section with regard to personal property left on the portion of the premises that the official
13 or agency has determined to be unfit for use.

14 (b) Upon receiving notice from an official or agency determining the premises to be unfit for use,
15 the landlord shall promptly give written notice to the tenant as provided in subsection (3) of this
16 section. The landlord shall also attach a copy of the notice in a secure manner to the main entrance
17 of the dwelling unit. The notice to the tenant shall include a copy of the official's or agency's notice
18 and state:

19 (A) That the premises, or a portion of the premises, has been determined by an official or agency
20 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a
21 result subsections (1) to (22) and (24) to (27) of this section do not apply to personal property left
22 on any portion of the premises determined to be unfit for use;

23 (B) That the landlord has hired, or will hire, a contractor to assess the level of contamination
24 of the site and to decontaminate the site;

25 (C) That upon hiring the contractor, the landlord will provide to the tenant the name, address
26 and telephone number of the contractor; and

27 (D) That the tenant may contact the contractor to determine whether any of the tenant's per-
28 sonal property may be removed from the premises or may be decontaminated at the tenant's expense
29 and then removed.

30 (c) To the extent consistent with rules of the Department of Human Services, the contractor
31 may release personal property to the tenant.

32 (d) If the contractor and the department determine that the premises or the tenant's personal
33 property is not unfit for use, upon notification by the department of the determination, the landlord
34 shall comply with subsections (1) to (22) and (24) to (27) of this section for any personal property left
35 on the premises.

36 (e) Except as provided in paragraph (d) of this subsection, the landlord is not responsible for
37 storing or returning any personal property left on the portion of the premises that is unfit for use.

38 (24) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home
39 that is owned by someone other than the tenant, the provisions of this section regarding the rights
40 and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that owner,
41 with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside the
42 vehicle, dwelling or home.

43 (25) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 for re-
44 moval of abandoned motor vehicles from private property may be used by a landlord as an alterna-
45 tive to the procedures required in this section.

1 (26)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-
 2 plying with subsections (1) to (25) and (27) of this section if, after termination of the tenancy or no
 3 more than seven days prior to the termination of the tenancy, the following parties so agree in a
 4 writing entered into in good faith:

5 (A) The landlord;

6 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
 7 tenant, the personal representative, designated person or other person entitled to possession of the
 8 personal property, such as an heir or devisee, as described in subsection (20) or (21) of this section;
 9 and

10 (C) In the case of a manufactured dwelling, floating home or recreational vehicle, any owner and
 11 any lienholder.

12 (b) A landlord may not, as part of a rental agreement, require a tenant, a personal represen-
 13 tative, a designated person or any lienholder or owner to waive any right provided by this section.

14 (27) Until personal property is conclusively presumed to be abandoned under subsection (9) of
 15 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
 16 erty.

17 **SECTION 14.** ORS 90.490 is amended to read:

18 90.490. (1) A tenant may bring an action against a building landlord if, **within one year before**
 19 **the declarant records the declaration under ORS 100.100, the landlord increases the rent in**
 20 **excess of the percentage increase in the Consumer Price Index for All Urban Consumers,**
 21 **West Region (All Items), as published by the Bureau of Labor Statistics of the United States**
 22 **Department of Labor,** for the purpose of avoiding, or assisting a declarant of a conversion condo-
 23 minium in avoiding, the requirements under ORS 100.301 to 100.320.[:]

24 *[(a) Within one year before the declarant records the declaration under ORS 100.100, the landlord*
 25 *gives a tenant a 30-day notice without stated cause; or]*

26 *[(b) Within one year before the declarant records the declaration under ORS 100.100, the landlord*
 27 *increases the rent in excess of the percentage increase in the Consumer Price Index for All Urban*
 28 *Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United*
 29 *States Department of Labor.]*

30 (2) If a court finds that a landlord has taken an action described in subsection (1) of this section
 31 for the purpose of avoiding, or assisting a declarant of a conversion condominium in avoiding, the
 32 requirements under ORS 100.301 to 100.320, the court may award the tenant the greater of:

33 (a) Six times the monthly rent for the dwelling unit; or

34 (b) Twice the actual damages to the tenant arising out of the termination or rent increase.

35 (3) The time allowed under ORS 12.125 to commence an action under this section begins on the
 36 date the declarant records the declaration under ORS 100.100.

37 **SECTION 15.** ORS 90.493 is amended to read:

38 90.493. (1) The landlord of a building for which a declarant of a conversion condominium has
 39 issued the tenant a notice of conversion under ORS 100.305 may not[:]

40 *[(a) Give the tenant a 30-day notice without stated cause that causes the tenancy to terminate on*
 41 *a date that is prior to the end of the 120-day period described in ORS 100.305 or the 60-day period*
 42 *described in ORS 100.310; or]*

43 *[(b)]* increase the rent for the dwelling unit in excess of:

44 *[(A)]* (a) Any scheduled increase provided for in a written rental agreement; or

45 *[(B)]* (b) A percentage equal to the percentage increase in the Consumer Price Index for All

1 Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the
 2 United States Department of Labor.

3 (2) A tenant may bring an action against a landlord that violates subsection (1) of this section
 4 to recover the greater of:

5 (a) Six times the monthly rent for the dwelling unit; or

6 (b) Twice the actual damages to the tenant arising out of the termination.

7 **SECTION 16.** ORS 90.510 is amended to read:

8 90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall
 9 provide a written statement of policy to prospective and existing tenants. The purpose of the state-
 10 ment of policy is to provide disclosure of the landlord's policies to prospective tenants and to ex-
 11 isting tenants who have not previously received a statement of policy. The statement of policy is
 12 not a part of the rental agreement. The statement of policy shall provide all of the following infor-
 13 mation in summary form:

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

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

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

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

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

24 (f) The facility policy regarding rental agreement termination including, but not limited to, clo-
 25 sure of the facility.

26 (g) The facility policy regarding facility sale.

27 (h) The facility policy regarding mandatory mediation under ORS 90.767 and informal dispute
 28 resolution, if any, under ORS 90.769.

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

31 (j) The facility policy regarding methods of billing for utilities and services as described in ORS
 32 90.560 to 90.584.

33 (k) If a tenants' association exists for the facility, a one-page summary about the tenants' asso-
 34 ciation. The tenants' association shall provide the summary to the landlord.

35 (L) Any facility policy regarding the removal of a manufactured dwelling, including a statement
 36 that removal requirements may impact the market value of a dwelling.

37 (m) Any facility policy regarding the planting of trees on the rented space for a manufactured
 38 dwelling.

39 (2) The rental agreement and the facility rules and regulations must be attached as an exhibit
 40 to the statement of policy. If the recipient of the statement of policy is a tenant, the rental agree-
 41 ment attached to the statement of policy must be a copy of the agreement entered by the landlord
 42 and tenant.

43 (3) The landlord shall give:

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

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

4 (c) All other existing tenants who have not previously received a copy of the statement of policy
 5 a copy of the statement of policy upon [*the expiration of their rental agreements and before the tenants*
 6 *sign new agreements*] **the earlier of delivering a proposed rental agreement under ORS 90.545**
 7 **(2) or the end of the fixed term.**

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

12 (a) Mutual agreement of the parties;

13 (b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530, 90.566, 90.574, 90.578 (3),
 14 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or 90.767 (9); or

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

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

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

18 (b) The federal fair-housing age classification.

19 (c) The rent per month.

20 (d) All personal property, services and facilities provided by the landlord.

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

22 (f) Any facility policy regarding the planting of trees on the rented space for a manufactured
 23 dwelling.

24 (g) Improvements that the tenant may or must make to the rental space, including plant mate-
 25 rials and landscaping.

26 (h) Provisions for dealing with improvements to the rental space at the termination of the
 27 tenancy.

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

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

35 (k) The term of the tenancy.

36 (L) The process by which the rental agreement or rules and regulations may be changed that
 37 is consistent with ORS 90.610.

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

39 (n) That either party may request no-cost mandatory mediation of disputes through the Housing
 40 and Community Services Department or a dispute resolution program described in ORS 36.155 and
 41 the process by which mandatory mediation is initiated and conducted that is consistent with ORS
 42 90.767.

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

1 does not create a presumption that all rules and regulations are identical for all tenants at all times.

2 A rule or regulation is enforceable against the tenant only if:

3 (a) The rule or regulation:

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

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

6 (C) Makes a fair distribution of services and facilities held out for the general use of the ten-
7 ants.

8 (b) The rule or regulation:

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

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

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

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

17 (b) As used in this subsection:

18 (A) Factors to be considered in determining reasonableness include:

19 (i) The size of the dwelling.

20 (ii) The size of the rented space.

21 (iii) Any discriminatory impact as described in ORS 659A.421 and 659A.425.

22 (iv) Limitations placed on utility services governed by a permit for water or sewage disposal.

23 (B) "Bedroom" means a room that is intended to be used primarily for sleeping purposes and
24 does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar
25 areas.

26 (8) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this
27 section is cause for suit or action to remedy the violation or to recover actual damages. The pre-
28 vailing party is entitled to reasonable attorney fees and court costs.

29 (9) A receipt signed by the potential tenant or tenants for documents required to be delivered
30 by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord in an
31 action against the landlord for nondelivery of the documents.

32 (10) A suit or action arising under subsection (8) of this section must be commenced within one
33 year after the discovery or identification of the alleged violation.

34 (11) Every landlord who publishes a directory of tenants and tenant services must include a
35 one-page summary regarding any tenants' association. The tenants' association shall provide the
36 summary to the landlord.

37 **SECTION 17.** ORS 90.555 is amended to read:

38 90.555. (1) As used in this section:

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

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

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

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

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

45 (c) "Facility tenant" means the owner of the manufactured dwelling or floating home, who is the

1 tenant of the facility landlord under the rental agreement.

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

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

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

8 (2) A facility tenant may not rent the facility tenant's manufactured dwelling or floating home
9 to another person for a period exceeding three days unless the facility landlord, facility tenant and
10 renter enter into a written subleasing agreement specifying the rights and obligations of the facility
11 landlord, facility tenant and renter during the renter's occupancy of the dwelling or home. The
12 subleasing agreement shall require the renter to timely pay to the facility landlord the space rent,
13 any separately assessed fees payable under the rental agreement and any separately billed utility
14 or service charge described in ORS 90.560 to 90.584. The subleasing agreement shall also grant the
15 renter the same rights as the facility tenant to cure a violation of the rental agreement for the fa-
16 cility space, to require the facility landlord to comply with ORS 90.730 and to be protected from
17 retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to sub-
18 lease to a renter in violation of the rental agreement.

19 (3) Notwithstanding ORS 90.100 (47), a facility tenant who enters into a subleasing agreement
20 remains the tenant of the facility space and retains all rights and obligations under the rental
21 agreement and this chapter. The occupancy by a renter does not constitute abandonment of the
22 dwelling or home by the facility tenant.

23 (4) The rights and obligations of the renter under a subleasing agreement are in addition to the
24 rights and obligations retained by the facility tenant under subsection (3) of this section and any
25 rights or obligations of the facility tenant and renter under ORS 90.100 to 90.465.

26 (5) Unless otherwise provided in the subleasing agreement, and without regard to whether the
27 facility landlord terminates the rental agreement, a facility landlord may terminate a subleasing
28 agreement:

29 *[(a) Without cause by giving the renter written notice not less than 30 days prior to the*
30 *termination;]*

31 *[(b) (a) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the*
32 *renter the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or*

33 *[(c) (b) Subject to the right to cure:*

34 (A) For nonpayment of facility space rent under ORS 90.394 or 90.630; or

35 (B) For any conduct by the renter that would be a violation of the rental agreement under ORS
36 90.396 or 90.398 if committed by the facility tenant.

37 (6) Upon termination of a subleasing agreement by the facility landlord, *[whether with or without*
38 *cause,]* the renter and the facility tenant are excused from continued performance under any sub-
39 leasing agreement.

40 (7)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the fa-
41 cility tenant of a rental agreement violation, a law or ordinance violation or the facility's closure,
42 conversion or sale, the landlord shall also promptly give a copy of the notice to the renter. The
43 giving of notice to the renter does not constitute notice to the facility tenant unless the facility
44 tenant has expressly appointed the renter as the facility tenant's agent for purposes of receiving
45 notice.

1 (b) If the facility landlord gives notice to the renter that the landlord is terminating the sub-
 2 leasing agreement, the landlord shall also promptly give a copy of the notice to the facility tenant
 3 by written notice.

4 (c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility
 5 landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwell-
 6 ing or floating home, the facility tenant shall also promptly give a copy of the notice to the renter.

7 (d) If the renter gives notice to the facility landlord of a violation of ORS 90.730, the renter shall
 8 also promptly give a copy of the notice to the facility tenant.

9 (8) Before entering into a sublease agreement, the facility landlord may screen a renter under
 10 ORS 90.303, but may not apply to the renter credit and conduct screening criteria that is more re-
 11 strictive than the landlord applies to applicants for a tenancy of a dwelling or home that is either
 12 owned by the landlord or on consignment with the landlord under ORS 90.680.

13 (9) Notwithstanding subsection (2) of this section, if a facility landlord rents or has a policy of
 14 renting manufactured dwellings or floating homes that are listed for sale by the facility landlord, the
 15 facility landlord may not prohibit the facility tenant from entering into a subleasing agreement while
 16 the facility tenant actively markets for sale the facility tenant’s manufactured dwelling or floating
 17 home.

18 **SECTION 18.** ORS 90.675 is amended to read:

19 90.675. (1) As used in this section:

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

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

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

30 (d) “Of record” means:

31 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-
 32 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-
 33 tificate of title issued by the Department of Transportation prior to May 1, 2005.

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

37 (e) “Personal property” means only a manufactured dwelling or floating home located in a fa-
 38 cility and subject to ORS 90.505 to 90.850. “Personal property” does not include goods left inside a
 39 manufactured dwelling or floating home or left upon a rented space and subject to disposition under
 40 ORS 90.425.

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

45 (a) The tenancy has ended by termination [*or expiration*] of a rental agreement or by

1 relinquishment or abandonment of the premises and the landlord reasonably believes under all the
2 circumstances that the tenant has left the personal property upon the premises with no intention
3 of asserting any further claim to the premises or to the personal property;

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

6 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
7 suant to ORS 105.161.

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

10 (a) Personally delivered to the tenant; or

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

12 (A) The premises;

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

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

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

18 (A) Any lienholder of the personal property;

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

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

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

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

26 (A) Actually known to the landlord;

27 (B) Of record; and

28 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal
29 property subject to the lien and that was sent to the landlord by certified mail with return receipt
30 requested within the preceding five years. The notice must identify the personal property by de-
31 scribing the physical address of the property.

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

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

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

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

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

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

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

45 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this

1 section, the landlord may not require payment of storage charges prior to releasing the personal
 2 property;

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

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

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

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

15 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-
 16 ercise reasonable care for the personal property; and

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

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

30 (9) Except as provided in subsections (19) to (22) of this section, if the tenant or lienholder does
 31 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not
 32 remove the personal property within 30 days after responding to the landlord or by any date agreed
 33 to with the landlord, whichever is later, the personal property is conclusively presumed to be
 34 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)
 35 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-
 36 section (13) of this section, have no further right, title or interest to the personal property and may
 37 not claim or sell the property.

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

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

41 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
 42 ing with the requirements of the appropriate state agency; and

43 (B) The landlord shall:

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

- 1 (I) That the personal property is abandoned;
- 2 (II) The tenant's name;
- 3 (III) The address and any space number where the personal property is located, and any plate,
- 4 registration or other identification number for a floating home noted on the title, if actually known
- 5 to the landlord;
- 6 (IV) Whether the sale is by private bidding or public auction;
- 7 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
- 8 accepted; and
- 9 (VI) The name and telephone number of the person to contact to inspect the personal property;
- 10 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
- 11 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or
- 12 first class mail, except that for any lienholder, mail service must be by first class mail with certif-
- 13 icate of mailing;
- 14 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
- 15 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
- 16 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
- 17 and
- 18 (iv) Obtain written proof from the county that all property taxes and assessments on the per-
- 19 sonal property have been paid or, if not paid, that the county has authorized the sale, with the sale
- 20 proceeds to be distributed pursuant to subsection (13) of this section; or
- 21 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the
- 22 county assessor that the current market value of the property is \$8,000 or less.
- 23 (11)(a) A public or private sale authorized by this section must be conducted consistent with the
- 24 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,
- 25 manner, time, place and terms must be commercially reasonable.
- 26 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal
- 27 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
- 28 lord shall destroy or otherwise dispose of the personal property.
- 29 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
- 30 condition of personal property, the landlord is not liable for the condition of the personal property
- 31 to:
- 32 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with
- 33 or without consideration; or
- 34 (b) A person or nonprofit organization to whom the landlord gives the personal property pursu-
- 35 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.
- 36 (13)(a) The landlord may deduct from the proceeds of the sale:
- 37 (A) The reasonable or actual cost of notice, storage and sale; and
- 38 (B) Unpaid rent.
- 39 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall
- 40 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-
- 41 erty taxes and assessments owed on the dwelling or home.
- 42 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,
- 43 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid
- 44 balance owed on the lien on the personal property.
- 45 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-

1 cable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an item-
 2 ized accounting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 (c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be accom-
 2 panied by:

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
 39 pired.

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

1 personal property.

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

5 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 6 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 7 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 8 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 9 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
 10 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 11 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 12 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 13 to the landlord within the 60-day period. If the tenancy is in a marina, the proposed storage agree-
 14 ment is conditioned upon the tenant not electing to enter into a storage agreement under subsection
 15 (22) of this section.

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

18 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-
 19 section (7)(b) of this section, accruing from the commencement of the 45-day period described in
 20 subsection (6) of this section. A storage charge may include a utility or service charge, as described
 21 in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if in-
 22 cidental to the storage of personal property. A storage charge may not be due more frequently than
 23 monthly;

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

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

30 (D) The lienholder repair any defects in the physical condition of the personal property that
 31 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-
 32 pairs are reasonably described in the storage agreement and, for homes that were first placed on
 33 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-
 34 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the
 35 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-
 36 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving
 37 at least 14 days’ written notice to the lienholder stating facts sufficient to notify the lienholder of
 38 the reason for termination. Unless the lienholder corrects the violation within the notice period, the
 39 agreement terminates as provided and the landlord may sell or dispose of the property without fur-
 40 ther notice to the lienholder.

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

45 (f) During the term of an agreement described under this subsection, the lienholder has the right

1 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
 2 sale to a purchaser who wishes to leave the property on the rented space and become a tenant,
 3 subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any
 4 purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

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

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

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

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

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

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

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

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

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

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

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

1 not enter a similar agreement with a lienholder pursuant to subsection (20) of this section until the
 2 agreement with the personal representative or designated person ends.

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

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

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

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

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

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

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

40 (A) The tenant make timely periodic payment of all storage charges, as described in subsection
 41 (7)(b) of this section, accruing from the commencement of the 45-day period described in subsection
 42 (6) of this section. A storage charge may include a utility or service charge, as described in ORS
 43 90.562, if limited to charges for electricity, water, sewer service and natural gas and if incidental
 44 to the storage of personal property. A storage charge may not be due more frequently than monthly.

45 (B) The tenant pay a late charge or fee for failure to pay a storage charge by the date required

1 in the agreement, if the amount of the late charge is no greater than for late charges imposed on
 2 facility tenants.

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

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

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

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

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

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

38 (C) A tenant may terminate a storage agreement at any time upon at least 14 days' written no-
 39 tice to the landlord and may remove the property from the facility if the tenant has paid all storage
 40 charges and other charges as provided in the agreement.

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

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

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

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

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

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

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

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

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

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

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

29 (A) The landlord;

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

33 (C) Any lienholder.

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

37 (25) Until personal property is conclusively presumed to be abandoned under subsection (9) of
 38 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
 39 erty.

40 **SECTION 19.** ORS 100.305 is amended to read:

41 100.305. (1) A declarant of a conversion condominium shall give each of the existing tenants of
 42 any building which the declarant intends to submit to the provisions of this chapter notice of the
 43 conversion at least 120 days before the conversion condominium is submitted to the provisions of
 44 this chapter. Thereafter, until the property is submitted to the provisions of this chapter, the
 45 declarant shall provide a copy of such notice to any new tenant before the commencement of the

1 tenancy. The notice of conversion shall:

2 (a) State that the declarant intends to create a conversion condominium and include general
3 information relating to the nature of condominium ownership.

4 (b) State that the notice does not constitute a notice to terminate the tenancy.

5 (c) State whether there will be a substantial alteration of the physical layout of the unit.

6 (d) State whether the declarant intends to offer the unit for sale and, if so:

7 (A) Set forth the rights of the tenant under ORS 100.310 (1) to (3), including the time available
8 for the declarant to make an offer to sell and for the tenant to respond;

9 (B) Set forth a good faith estimate of the approximate price range for which the unit will be
10 offered for sale to the tenant under ORS 100.310 (1) and (2);

11 (C) Set forth a good faith estimate of the monthly operational, maintenance and any other
12 common expenses or assessments appertaining to the unit;

13 (D) State that financial assistance for purchasing the unit may be available from a local gov-
14 erning body, the Housing and Community Services Department or a regional housing center;

15 (E) Give contact information for the local regional housing center or, if no regional housing
16 center exists, for the Housing and Community Services Department; and

17 (F) State that the landlord may *[not]* **only** terminate the tenancy *[without cause if the termination*
18 *would take effect before]* **by giving a 90-day notice under section 5 of this 2021 Act that expires**
19 **on or after** the end of the 120-day period described in this subsection or the 60-day period described
20 in ORS 100.310.

21 (e) Include information in substantially the following form:

22
23
24 **NOTICE OF RENT INCREASE RESTRICTIONS**

25
26 During the 120 days following the receipt of this notice, your landlord may increase your rent
27 only as follows:

28 If your rental agreement says that your rent will increase on a particular date and by a definite
29 amount, the landlord may increase the rent as provided in your rental agreement.

30 If your rental agreement allows rent increases but does not say that your rent will increase on
31 a particular date and by a definite amount, the landlord may not increase your rent by a percentage
32 that is more than the percentage increase in the general cost of living. An increase in the general
33 cost of living is measured by the percentage increase in the Consumer Price Index for All Urban
34 Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United
35 States Department of Labor.

36
37
38 (f) Be hand delivered to the dwelling unit of the tenant or sent to the tenant at the address of
39 the dwelling unit by certified mail, return receipt requested.

40 (2) A notice of conversion given under subsection (1) of this section:

41 (a) Shall be for the sole purpose of providing the tenant with general information regarding the
42 anticipated cost of acquisition of the unit and estimated monthly expenses.

43 (b) Does not obligate the declarant to submit the property to the provisions of this chapter.

44 (c) Does not constitute an offer to sell the unit to the tenant or an offer to sell at a particular
45 price.

1 (d) Is not a limitation on monthly common expenses or assessments.

2 (3) The notice of conversion given under subsection (1) of this section must be delivered to the
 3 tenant at least 30 days prior to the presentation of an offer to sell under ORS 100.310 (1) and (2).

4 (4) The declarant shall send a copy of the notice of conversion to the mayor of the city in which
 5 the conversion condominium is located or, if the conversion condominium is not located in a city,
 6 to the county commission or county court.

7 (5) A notice of conversion that does not contain the information required by subsection (1)(a)
 8 to (e) of this section, or that is not sent to the mayor, county commission or county court as re-
 9 quired by subsection (4) of this section, does not begin the 120-day period required by subsection (1)
 10 of this section. Notwithstanding any prior delivery of a deficient notice of conversion, the 120-day
 11 period required by subsection (1) of this section does not begin until the date a valid notice is de-
 12 livered. A tenant, mayor, county commission or county court entitled to notice may bring an action
 13 for injunctive relief to prevent the conversion until the declarant has complied with the notice re-
 14 quirement.

15 (6) The declaration may be recorded prior to the end of the 120-day period required under sub-
 16 section (1) of this section with the written consent of all tenants who received the notice of con-
 17 version less than 120 days before the date of such consent.

18 (7) The requirement under subsection (1) of this section to provide a copy of the notice of con-
 19 version to new tenants shall not extend the 120-day period nor shall such tenant's consent be re-
 20 quired to record the declaration prior to the end of the 120-day period as provided for under
 21 subsection (6) of this section.

22 (8) A notice of conversion does not constitute a notice to terminate the tenancy.

23 **SECTION 20.** ORS 100.320 is amended to read:

24 100.320. A city or county may adopt an ordinance that requires a declarant to pay the moving
 25 expense of a tenant vacating a conversion condominium unit **in addition to payments made under**
 26 **section 5 of this 2021 Act.**

27 **SECTION 21.** ORS 105.115 is amended to read:

28 105.115. (1) Except as provided by subsections (2) and (3) of this section, the following are causes
 29 of unlawful holding by force within the meaning of ORS 105.110, 105.123 and 105.126:

30 (a) When the tenant or person in possession of any premises fails or refuses to pay rent within
 31 10 days after the rent is due under the lease or agreement under which the tenant or person in
 32 possession holds, or to deliver possession of the premises after being in default on payment of rent
 33 for 10 days.

34 (b) When the lease by its terms has expired and has not been renewed, or when the tenant or
 35 person in possession is holding from month to month, or year to year, and remains in possession
 36 after notice to quit as provided in ORS 105.120, or is holding contrary to any condition or covenant
 37 of the lease or is holding possession without any written lease or agreement.

38 (c) When the owner or possessor of a recreational vehicle that was placed or driven onto prop-
 39 erty without the prior consent of the property owner, operator or tenant fails to remove the recre-
 40 ational vehicle. The property owner or operator is not required to serve a notice to quit the
 41 property before commencing an action under ORS 105.126 against a recreational vehicle owner or
 42 possessor holding property by force as described in this paragraph.

43 (d) When the person in possession of a premises remains in possession after the time when a
 44 purchaser of the premises is entitled to possession in accordance with the provisions of ORS 18.946
 45 or 86.782.

1 (e) When the person in possession of a premises remains in possession after the time when a
 2 deed given in lieu of foreclosure entitles the transferee named in the deed to possession of the
 3 premises.

4 (f) When the person in possession of a premises remains in possession after the time when a
 5 seller is entitled to possession in accordance with the provisions of ORS 93.930 (2)(c) or pursuant
 6 to a judgment of strict foreclosure of a recorded contract for transfer or conveyance of an interest
 7 in real property.

8 (g) When the person in possession of a premises remains in possession after the expiration of a
 9 valid notice terminating the person’s right to occupy the premises pursuant to ORS 91.120, 91.122
 10 or 91.130.

11 (2) In the case of a dwelling unit to which ORS chapter 90 applies:

12 (a) The following are causes of unlawful holding by force within the meaning of ORS 105.110 and
 13 105.123:

14 (A) When the tenant or person in possession of any premises fails or refuses to pay rent within
 15 72 hours or 144 hours, as the case may be, of the notice required by ORS 90.394.

16 (B) [*When a rental agreement by its terms has expired and has not been renewed, or*] When the
 17 tenant or person in possession remains in possession after a valid notice terminating the tenancy
 18 pursuant to ORS chapter 90[, *or is holding contrary to any valid condition or covenant of the rental*
 19 *agreement or ORS chapter 90*].

20 (b) A landlord may not file an action for the return of possession of a dwelling unit based upon
 21 a cause of unlawful holding by force as described in paragraph (a) of this subsection until after the
 22 expiration [*of a rental agreement for a fixed term tenancy or after the expiration*] of the time period
 23 provided in a notice terminating the tenancy.

24 (3) In an action under subsection (2) of this section, ORS chapter 90 shall be applied to deter-
 25 mine the rights of the parties, including:

26 (a) Whether and in what amount rent is due;

27 (b) Whether a tenancy or rental agreement has been validly terminated; and

28 (c) Whether the tenant is entitled to remedies for retaliatory conduct by the landlord as pro-
 29 vided by ORS 90.385 and 90.765.

30 **SECTION 22.** ORS 105.120 is amended to read:

31 105.120. (1) As used in this section, “rent” does not include funds paid under the United States
 32 Housing Act of 1937 (42 U.S.C. 1437f).

33 (2) Except as provided in subsection (3) of this section, an action for the recovery of the pos-
 34 session of the premises may be maintained in cases provided in ORS 105.115 (1)(b), when the notice
 35 to terminate the tenancy or to quit has been served upon the tenant or person in possession in the
 36 manner prescribed by ORS 91.110 and for the period prescribed by ORS 91.060 to 91.080 before the
 37 commencement of the action, unless the leasing or occupation is for the purpose of farming or ag-
 38 riculture, in which case the notice must be served for a period of 90 days before the commencement
 39 of the action. Any person entering into the possession of real estate under written lease as the
 40 tenant of another may, by the terms of the lease, waive the giving of any notice required by this
 41 subsection.

42 (3) An action for the recovery of the possession of a dwelling unit to which ORS chapter 90
 43 applies may be maintained in situations described in ORS 105.115 (2) when the notice to terminate
 44 the tenancy or to quit has been served by the tenant upon the landlord or by the landlord upon the
 45 tenant or person in possession in the manner prescribed by ORS 90.155.

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

[(5) An action to recover possession of a dwelling unit subject to ORS chapter 90 may not be brought or filed against a tenant or person in possession based upon a notice under ORS 90.427 to terminate the tenancy until after the expiration of any period for which the tenant or person has paid the rent of the dwelling unit in advance, unless:]

[(a) The only other money paid by the tenant was collected as a last month's rent deposit as provided under ORS 90.300; or]

[(b) The only unused rent was paid by the tenant for a rental period extending beyond the termination date specified in a valid outstanding notice to terminate the tenancy and the landlord refunded the unused rent within 10 days after receipt by delivering the unused rent to the tenant in person or by first class mailing.]

SECTION 23. ORS 105.124 is amended to read:

105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling unit:

(1) The complaint must be in substantially the following form and be available from the clerk of the court:

IN THE CIRCUIT COURT
FOR THE COUNTY OF

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____
City: _____
State: _____ Zip: _____
Telephone: _____

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2.

Tenants are in possession of the dwelling unit, premises or rental property described above or located at:

Landlord is entitled to possession of the property because of:

- _____ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403.
- _____ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.
- _____ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.
- _____ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.
- _____ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).
- _____ 10-day notice for a pet violation, **or** a repeat violation in a month-to-month tenancy [*or without stated cause in a week-to-week tenancy*]. ORS 90.392 (5)[,] **or** 90.405 [*or 90.427 (2)*].
- _____ 20-day notice for a repeat violation. ORS 90.630 (5). [*_____ 30-day, 60-day or 180-day notice without stated cause in a month-to-month tenancy. ORS 90.427 (3)(b) or (8)(a)(B) or (C) or 90.429.*]
- _____ 30-day notice with stated cause. ORS 90.392, 90.630 or 90.632.
- _____ 60-day notice with stated cause. ORS 90.632.
- _____ 90-day notice with stated cause. [*ORS 90.427 (5) or (7)*] **Section 5 of this 2021 Act.**
- _____ Notice to bona fide tenants after foreclosure sale or termination of fixed term tenancy after foreclosure sale. ORS 86.782 (6)(c).
- _____ Other notice _____

1 _____ No notice (explain) _____

2

3 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

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If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

7

8

Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees.

9

10

I certify that the allegations and factual assertions in this complaint are true to the best of my knowledge.

11

12

13 _____

14

Signature of landlord or agent.

15 _____

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17

(2) The complaint must be signed by the plaintiff, or an attorney representing the plaintiff as provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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(3) A copy of the notice relied upon, if any, must be attached to the complaint.

21

SECTION 24. Section 3, chapter 13, Oregon Laws 2020 (first special session), is amended to read:

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23

Sec. 3. (1) As used in this section:

24

(a) "Emergency period" means the period beginning on April 1, 2020, and ending on September 30, 2020.

25

26

(b) "Nonpayment" means the nonpayment of a payment that becomes due during the emergency period to a landlord, including a payment of rent, late charges, utility or service charges or any other charge or fee as described in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.

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(c) "Nonpayment balance" includes all or a part of the net total amount of all items of nonpayment by a tenant.

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(d) "Termination notice without cause" means a notice delivered by a landlord under [ORS 90.427 (3)(b), (4)(b) or (c), (5)(a) to (c), or (8)(a)(B) or (b)(B)] **section 5 (1)(a) to (c) of this 2021 Act.**

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(2) During and after the emergency period and notwithstanding this chapter or ORS 105.105 to 105.168, a landlord may not, and may not threaten to:

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37

(a) Deliver a notice of termination of a rental agreement based on a tenant's nonpayment balance;

38

39

(b) Initiate or continue an action under ORS 105.110 to take possession of a dwelling unit based on a notice of termination for nonpayment delivered on or after April 1, 2020;

40

41

(c) Take any action that would interfere with a tenant's possession or use of a dwelling unit based on a tenant's nonpayment balance;

42

43

(d) Assess a late fee or any other penalty on a tenant's nonpayment; or

44

(e) Report a tenant's nonpayment balance as delinquent to any consumer credit reporting agency.

45

1 (3) Notwithstanding ORS 90.220 (9), before applying payments received from a tenant or on be-
2 half of a tenant to a tenant's nonpayment balance, a landlord shall first apply the payments, in the
3 following order, to:

4 (a) Rent for the current rental period;

5 (b) Utility or service charges;

6 (c) Late rent payment charges; and

7 (d) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to
8 damage claims or other claims against the tenant.

9 (4) During the emergency period, a landlord may provide a written notice to a tenant stating
10 that the tenant continues to owe any rent due. The notice must also include a statement that
11 eviction for nonpayment is not allowed before September 30, 2020.

12 (5)[(a)] During the emergency period, a landlord may not deliver a termination notice without
13 cause and may not file an action under ORS 105.110 based on a termination notice without cause.

14 [(b) *If the first year of occupancy would end during the emergency period, for the purposes of a*
15 *termination notice without cause, the "first year of occupancy" is extended to mean a period lasting*
16 *until 30 days following the emergency period.*]

17 (6) Following the emergency period, a tenant with an outstanding nonpayment balance has a
18 six-month grace period that ends on March 31, 2021, to pay the outstanding nonpayment balance.

19 (7) Following the emergency period, a landlord may deliver a written notice to a tenant that
20 substantially states:

21 (a) The date that the emergency period ended;

22 (b) That if rents and other payments that come due after the emergency period are not timely
23 paid, the landlord may terminate the tenancy;

24 (c) That the nonpayment balance that accrued during the emergency period is still due and must
25 be paid;

26 (d) That the tenant will not owe a late charge for the nonpayment balance;

27 (e) That the tenant is entitled to a six-month grace period to repay the nonpayment balance that
28 ends on March 31, 2021;

29 (f) That within a specified date stated in the notice given under this subsection that is no earlier
30 than 14 days following the delivery of the notice, the tenant must pay the nonpayment balance or
31 notify the landlord that the tenant intends to pay the nonpayment balance by the end of the six-
32 month grace period described in subsection (6) of this section;

33 (g) That failure of a tenant to give notice to the landlord of utilization of the grace period de-
34 scribed in subsection (6) of this section may result in a penalty described in subsection (10) of this
35 section; and

36 (h) That rents and other charges or fees that come due after the emergency period must be paid
37 as usual or the landlord may terminate the tenancy under ORS 90.392, 90.394 or 90.630.

38 (8)(a) If a landlord gives a notice as described in subsection (7) of this section, a tenant who has
39 an outstanding nonpayment balance as of the date listed on the landlord's notice as described in
40 subsection (7)(f) of this section must notify the landlord of the tenant's intention to use the grace
41 period described in subsection (6) of this section to pay the nonpayment balance.

42 (b) The tenant's notice under this subsection must be actual notice described in ORS 90.150 or
43 notice given by electronic means, and must be given to the landlord by the date given in the
44 landlord's notice as described in subsection (7)(f) of this section.

45 (9) The landlord's notice described in subsection (7) of this section may offer an alternate vol-

1 untary payment plan for payment of the nonpayment balance, but the notice must state that the al-
2 ternate payment plan is voluntary.

3 (10) A tenant's failure to give the notice required by subsection (8) of this section to a landlord
4 entitles the landlord to recover damages equal to 50 percent of one month's rent following the grace
5 period.

6 (11) If a landlord violates this section, a tenant may obtain injunctive relief to recover pos-
7 session or address any other violation of this section and may recover from the landlord an amount
8 up to three months' periodic rent plus any actual damages.

9 (12) ORS 90.412 does not apply to a landlord that accepts a partial rent payment.

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