

House Bill 2761

Sponsored by Representatives HELM, GRAYBER; Representative PHAM, Senator FREDERICK (Presession 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**.

Directs Secretary of State to publish on secretary's website list of five most commonly spoken languages in each county, other than English. Directs secretary to update list at least once every 10 years.

Requires rental agreements, statements of policies, facility rules and regulations and sales contracts for manufactured dwellings to be available in five most commonly spoken languages other than English.

A BILL FOR AN ACT

1
2 Relating to manufactured dwellings; creating new provisions; and amending ORS 90.510 and 90.680.

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

4 **SECTION 1. (1) The Secretary of State shall publish on the secretary's website a list of**
5 **the five most commonly spoken languages in each county, other than English. The secretary**
6 **shall make the determination based on the most recent American Community Survey from**
7 **the United States Census Bureau and any other necessary resources.**

8 **(2) The Secretary of State shall update the list of languages described in this section at**
9 **least once every 10 years.**

10 **SECTION 2. ORS 90.510 is amended to read:**

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

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

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

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

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

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

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

29 (g) The facility policy regarding facility sale.

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

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

5 (j) The facility policy regarding methods of billing for utilities and services as described in ORS
6 90.560 to 90.584.

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

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

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

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

17 (3) The landlord shall give:

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

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

23 (c) All other existing tenants who have not previously received a copy of the statement of policy
24 a copy of the statement of policy upon the expiration of their rental agreements and before the
25 tenants sign new agreements.

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

30 (a) Mutual agreement of the parties;

31 (b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530, 90.566, 90.574, 90.578 (3),
32 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or 90.767 (9); or

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

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

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

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

37 (c) The rent per month.

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

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

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

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

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

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

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

8 (k) The term of the tenancy.

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

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

12 (n) That either party may request no-cost mandatory mediation of disputes through the Housing
13 and Community Services Department or a dispute resolution program described in ORS 36.155 and
14 the process by which mandatory mediation is initiated and conducted that is consistent with ORS
15 90.767.

16 (6) Every landlord who rents a space for a manufactured dwelling or floating home shall provide
17 rules and regulations concerning the tenant's use and occupancy of the premises. A violation of the
18 rules and regulations may be cause for termination of a rental agreement. However, this subsection
19 does not create a presumption that all rules and regulations are identical for all tenants at all times.
20 A rule or regulation is enforceable against the tenant only if:

21 (a) The rule or regulation:

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

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

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

26 (b) The rule or regulation:

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

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

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

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

35 (b) As used in this subsection:

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

37 (i) The size of the dwelling.

38 (ii) The size of the rented space.

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

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

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

44 (8) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this
45 section is cause for suit or action to remedy the violation or to recover actual damages. The pre-

1 vailing party is entitled to reasonable attorney fees and court costs.

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

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

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

10 **(12) Upon request of a prospective or existing tenant, the landlord of a manufactured**
 11 **dwelling park shall provide the written statement of policy, the rental agreement and the**
 12 **rules and regulations in any of the five languages, other than English, that are most com-**
 13 **monly spoken in the county in which the dwelling is located, as determined by the Secretary**
 14 **of State under section 1 of this 2021 Act.**

15 **SECTION 3.** ORS 90.680 is amended to read:

16 90.680. (1) As used in this section, "consignment" means an agreement in which a tenant au-
 17 thorizes a landlord to sell a manufactured dwelling or floating home on behalf of the tenant who
 18 owns the dwelling or home in a facility that is owned by the landlord and for which the landlord
 19 receives compensation.

20 (2) A landlord may not deny any manufactured dwelling or floating home space tenant the right
 21 to sell a manufactured dwelling or floating home on a rented space or require the tenant to remove
 22 the dwelling or home from the space solely on the basis of the sale.

23 (3) A landlord may not require, as a condition of a tenant's occupancy, consignment of the
 24 tenant's manufactured dwelling or floating home.

25 (4)(a) A landlord may sell a tenant's manufactured dwelling or floating home on consignment
 26 only if:

27 (A) The sale involves a dwelling in a facility and the landlord is licensed to sell dwellings under
 28 ORS 446.661 to 446.756. The license may be held by a person that differs from the person that owns
 29 the facility and is the landlord, if there is common ownership between the two.

30 (B) The landlord and tenant first enter into a written consignment contract that specifies at a
 31 minimum:

- 32 (i) The duration of the contract, which, unless extended in writing, may not exceed 180 days;
- 33 (ii) The estimated square footage of the dwelling or home, and the make, model, year, vehicle
 34 identification number and license plate number, if known;
- 35 (iii) The price offered for sale of the dwelling or home;
- 36 (iv) Whether lender financing is permitted and the amount, if any, of the earnest money deposit;
- 37 (v) Whether the transaction is intended to be closed through a state-licensed escrow;
- 38 (vi) All liens, taxes and other charges known to be in existence against the dwelling or home
 39 that must be removed before the tenant can convey marketable title to a prospective buyer;
- 40 (vii) The method of marketing the sale of a dwelling or home to the public, such as signs posted
 41 at the facility or through advertisements posted on the Internet or published in newspapers or in
 42 other publications;

43 (viii) The form and amount of compensation to the landlord, such as a fixed fee, a percentage
 44 of the gross sale price or another similar arrangement. If the form of compensation is a fixed fee,
 45 the contract shall state the amount; and

1 (ix) For the purpose of determining the net sale proceeds that are payable to the tenant, the
 2 manner and order by which the gross sale proceeds will be applied to liens, taxes, actual costs of
 3 sale, landlord compensation and other closing costs.

4 (C) Within 10 days after a sale, the landlord pays to the tenant the tenant's share of the sale
 5 proceeds and provides to the tenant a written accounting for the sale proceeds.

6 (b) The landlord may not exact a commission or fee, however designated, or retain a portion of
 7 any sale proceeds for the sale of a manufactured dwelling or floating home on a rented space unless
 8 the landlord has acted as representative for the seller pursuant to a written consignment contract.

9 (5)(a) The landlord may not deny the tenant the right to place a "for sale" sign on or in a
 10 manufactured dwelling or floating home owned by the tenant. The size, placement and character of
 11 such signs shall be subject to reasonable rules of the landlord.

12 (b) If the landlord advertises a manufactured dwelling or floating home for sale within the fa-
 13 cility, the tenant may advertise the sale of the tenant's dwelling or home by posting a sign in a
 14 similar manner and similar location.

15 (6) A landlord may not knowingly make false statements to a prospective purchaser about the
 16 quality of a tenant's manufactured dwelling or floating home.

17 (7) Nothing in this section prevents a landlord from selling to a prospective purchaser a manu-
 18 factured dwelling or floating home owned by the landlord at a price or on terms, including space
 19 rent, that are more favorable than the price and terms offered for dwellings or homes that are for
 20 sale by a tenant.

21 (8) If the prospective purchaser of a manufactured dwelling or floating home desires to leave the
 22 dwelling or home on the rented space and become a tenant, the landlord may require in the rental
 23 agreement:

24 (a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days'
 25 notice in writing prior to the sale of the dwelling or home on a rented space;

26 (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and ac-
 27 curate written application for occupancy of the dwelling or home as a tenant after the sale is fi-
 28 nalized and that a prospective purchaser may not occupy the dwelling or home until after the
 29 prospective purchaser is accepted by the landlord as a tenant;

30 (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell
 31 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of
 32 all properly functioning smoke alarms and any other rules and regulations of the facility such as
 33 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

34 (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees,
 35 deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement,
 36 prior to the landlord's acceptance of the prospective purchaser as a tenant.

37 (9)(a) If a landlord requires a prospective purchaser to submit an application for occupancy as
 38 a tenant under subsection (8) of this section, the landlord shall provide, upon request from the pur-
 39 chaser, a copy of the application. **If the tenancy is for a manufactured dwelling, upon request**
 40 **from the purchaser, the landlord shall provide a copy of the application in any of the five**
 41 **languages other than English that are most commonly spoken in the county in which the**
 42 **dwelling is located, as determined by the Secretary of State under section 1 of this 2021**
 43 **Act.** At the time that the landlord gives the prospective purchaser an application the landlord shall
 44 also give the prospective purchaser:

45 (A) Copies of the statement of policy, the rental agreement and the facility rules and regu-

1 lations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510;

2 (B) Copies of any outstanding notices given to the tenant under ORS 90.632;

3 (C) A list of any disrepair or deterioration of the manufactured dwelling or floating home;

4 (D) A list of any failures to maintain the space or to comply with any other provisions of the
5 rental agreement, including aesthetic or cosmetic improvements; and

6 (E) A statement that the landlord may require a prospective purchaser to complete repairs,
7 maintenance and improvements as described in the notices and lists provided under subparagraphs
8 (B) to (D) of this paragraph.

9 (b) The terms of the statement, rental agreement and rules and regulations need not be the same
10 as those in the selling tenant's statement, rental agreement and rules and regulations.

11 (c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospective purchaser to pay a
12 reasonable copying charge for the documents.

13 (d) If a prospective purchaser agrees, a landlord may provide the documents in an electronic
14 format.

15 (10) The following apply if a landlord receives an application for tenancy from a prospective
16 purchaser under subsection (8) of this section:

17 (a) The landlord shall accept or reject the prospective purchaser's application within seven days
18 following the day the landlord receives a complete and accurate written application. An application
19 is not complete until the prospective purchaser pays any required applicant screening charge and
20 provides the landlord with all information and documentation, including any financial data and ref-
21 erences, required by the landlord pursuant to ORS 90.510 (5)(i). The landlord and the prospective
22 purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's
23 application or to allow the prospective purchaser to address any failure to meet the landlord's
24 screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice
25 required under subsection (8)(a) of this section, the period provided for the landlord to accept or
26 reject a complete and accurate written application is extended to 10 days.

27 (b) When a landlord considers an application for tenancy from a prospective purchaser of a
28 dwelling or home from a tenant, the landlord shall apply to the prospective purchaser credit and
29 conduct screening criteria that are substantially similar to the credit and conduct screening criteria
30 the landlord applies to a prospective purchaser of a dwelling or home from the landlord.

31 (c) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable
32 cause for rejection includes, but is not limited to, failure of the prospective purchaser to meet the
33 landlord's conditions for approval as provided in ORS 90.510 (5)(i) or failure of the prospective
34 purchaser's references to respond to the landlord's timely request for verification within the time
35 allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided in
36 paragraph (d) of this subsection, the landlord shall furnish to the seller and purchaser a written
37 statement of the reasons for the rejection.

38 (d) If a rejection under paragraph (c) of this subsection is based upon a consumer report, as
39 defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may
40 not disclose the contents of the report to anyone other than the purchaser. The landlord shall dis-
41 close to the seller in writing that the rejection is based upon information contained within a con-
42 sumer report and that the landlord may not disclose the information within the report.

43 (11) The following apply if a landlord does not require a prospective purchaser to submit an
44 application for occupancy as a tenant under subsection (8) of this section or if the landlord does not
45 accept or reject the prospective purchaser as a tenant within the time required under subsection

1 (10) of this section:

2 (a) The landlord waives any right to bring an action against the tenant under the rental agree-
 3 ment for breach of the landlord's right to establish conditions upon and approve a prospective pur-
 4 chaser of the tenant's dwelling or home;

5 (b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home
 6 as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

7 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or
 8 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental
 9 agreement only if the new tenant agrees in writing.

10 (12) A landlord may not, because of the age, size, style or original construction material of the
 11 dwelling or home or because the dwelling or home was built prior to adoption of the National
 12 Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-
 13 ance with the standards of that Act in effect at that time or in compliance with the state building
 14 code as defined in ORS 455.010:

15 (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or
 16 home on a rented space within a facility; or

17 (b) Require a prospective purchaser of an existing dwelling or home on a rented space within
 18 a facility to remove the dwelling or home from the rented space.

19 (13) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant's dwelling
 20 or home in compliance with this section during the notice period. The tenant shall provide a pro-
 21 spective purchaser with a copy of any outstanding notice given to the tenant under ORS 90.632 prior
 22 to a sale. If the tenancy has been terminated pursuant to ORS 90.632, or the notice period provided
 23 in ORS 90.632 has expired without a correction of cause or extension of time to correct, a prospec-
 24 tive purchaser does not have a right to leave the dwelling or home on the rented space and become
 25 a tenant.

26 (14) The following applies to a landlord that accepts a prospective purchaser as a tenant under
 27 subsection (10) of this section:

28 (a) Notwithstanding any waiver given by the landlord to the previous tenant, the landlord may
 29 require the new tenant to complete the repairs, maintenance and improvements described in the
 30 notices provided under subsection (9)(a)(B) to (D) of this section.

31 (b) Notwithstanding ORS 90.412, if the new tenant fails to complete the repairs, maintenance and
 32 improvements described in the notices provided under subsection (9)(a)(B) to (D) of this section
 33 within six months after the tenancy begins, the landlord may terminate the tenancy by giving the
 34 new tenant the notice required under ORS 90.630 or 90.632.

35 (15) Except as provided by subsection (13) of this section, after a tenancy has ended and during
 36 the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant's
 37 dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and
 38 become a tenant as provided by this section, if the former tenant makes timely periodic payment of
 39 all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented
 40 space on which it is stored and enters the premises only with the written permission of the landlord.
 41 Payment of the storage charges or maintenance of the dwelling or home and the space does not
 42 create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A former tenant
 43 may not enter the premises without the written permission of the landlord, including entry to
 44 maintain the dwelling or home or the space or to facilitate a sale.

45 (16) A landlord or tenant who sells a manufactured dwelling or floating home shall deliver title

1 to the dwelling or home to the purchaser within 25 business days after completion of the sale. If the
2 sale by contract requires future payments, the landlord or tenant shall notify the county that the
3 purchaser is responsible for property tax payments.

4 **SECTION 4. Section 5 of this 2021 Act is added to and made a part of ORS 446.661 to**
5 **446.756.**

6 **SECTION 5. Upon request of a prospective purchaser, a manufactured structure dealer**
7 **that offers a manufactured dwelling for sale shall provide the sales contract in any of the**
8 **five languages other than English that are most commonly spoken in the county in which**
9 **the dwelling is located, as determined by the Secretary of State under section 1 of this 2021**
10 **Act.**

11 **SECTION 6. Section 5 of this 2021 Act and the amendments to ORS 90.510 and 90.680 by**
12 **sections 2 and 3 of this 2021 Act become operative on July 1, 2022.**