

## HOUSE AMENDMENTS TO HOUSE BILL 3219

By HOUSE SPECIAL COMMITTEE ON WILDFIRE RECOVERY

April 2

1 On page 1 of the printed bill, line 2, after “parks;” insert “creating new provisions; amending  
2 ORS 90.100, 90.510, 90.555, 90.634, 446.003 and 446.007;”.

3 Delete lines 5 through 28 and insert:

4 **“SECTION 2. (1) As used in this section, ‘natural disaster’ includes any disaster resulting**  
5 **in the declaration of a state of emergency under ORS 401.165 or 401.309 for wildfires, floods,**  
6 **tsunamis, earthquakes or similar events, including disasters began by negligent or inten-**  
7 **tional acts.**

8 **“(2) Notwithstanding ORS 215.130 (5) to (11) or any land use regulation, statewide land**  
9 **use planning goal or Land Conservation and Development Commission rule, a local govern-**  
10 **ment:**

11 **“(a) Shall, if the development complies with the local government’s floodplain and other**  
12 **natural hazard land use regulations, approve an application for the development of a manu-**  
13 **factured dwelling park:**

14 **“(A) To replace a park destroyed by a natural disaster; or**

15 **“(B) That is in an area rezoned under paragraph (b) of this subsection.**

16 **“(b) May, by approval of the governing body, approve a zoning change for an area within**  
17 **an urban growth boundary near the destroyed park to permit the development of a manu-**  
18 **factured dwelling park where the destruction of manufactured dwellings from the natural**  
19 **disaster has contributed to a shortage in housing.**

20 **“(3) A local government may require an applicant to prove that the destroyed park was**  
21 **assessed as a building or structure for purposes of ad valorem taxation for the most recent**  
22 **property tax year ending before the disaster.**

23 **“(4) In reviewing an application under this section, a local government may not require**  
24 **that an applicant prove that the destroyed park was lawful under the existing land use reg-**  
25 **ulations at any time, including when the building, structure or use was established, at the**  
26 **time of interruption or destruction or at the time of the application.**

27 **“(5) The approval of an application for development of a park under this section does not**  
28 **expire.”.**

29 On page 2, delete lines 10 through 17 and insert:

30 **“SECTION 5. Sections 2 and 4 of this 2021 Act apply to manufactured dwelling parks de-**  
31 **stroyed by natural disasters occurring on or after September 1, 2020.**

32 **“SECTION 6. ORS 446.003 is amended to read:**

33 **“446.003. As used in ORS 446.003 to 446.200 and 446.225 to 446.285, and for the purposes of ORS**  
34 **chapters 195, 196, 197, 215 and 227, the following definitions apply, unless the context requires oth-**  
35 **erwise, or unless administration and enforcement by the State of Oregon under the existing or re-**

1   vised National Manufactured Housing Construction and Safety Standards Act would be adversely  
2   affected, and except as provided in ORS 446.007 or 446.265:

3       “(1) ‘Accessory building or structure’ means any portable, demountable or permanent structure  
4   established for use of the occupant of the manufactured dwelling and as further defined by rule by  
5   the Director of the Department of Consumer and Business Services.

6       “(2)(a) ‘Alteration’ means any change, addition, repair, conversion, replacement, modification or  
7   removal of any equipment or installation that may affect the operation, construction or occupancy  
8   of a manufactured dwelling.

9       “(b) ‘Alteration’ does not include:

10      “(A) Minor repairs with approved component parts;

11      “(B) Conversion of listed fuel-burning appliances in accordance with the terms of their listing;

12      “(C) Adjustment and maintenance of equipment; or

13      “(D) Replacement of equipment or accessories in kind.

14       “(3) ‘Approved’ means approved, licensed or certified by the Department of Consumer and  
15   Business Services or its designee.

16       “(4) ‘Board’ means the Residential and Manufactured Structures Board.

17       “(5) ‘Cabana’ means a stationary, lightweight structure that may be prefabricated, or demount-  
18   able, with two or more walls, used adjacent to and in conjunction with a manufactured dwelling to  
19   provide additional living space.

20       “(6) ‘Certification’ means an evaluation process by which the department verifies a  
21   manufacturer’s ability to produce manufactured dwellings to the department rules and to the de-  
22   partment approved quality control manual.

23       “(7) ‘Dealer’ means any person engaged in the business of selling, leasing or distributing manu-  
24   factured dwellings or equipment, or both, primarily to persons who in good faith purchase or lease  
25   manufactured dwellings or equipment, or both, for purposes other than resale.

26       “(8) ‘Department’ means the Department of Consumer and Business Services.

27       “(9) ‘Director’ means the Director of the Department of Consumer and Business Services.

28       “(10) ‘Distributor’ means any person engaged in selling and distributing manufactured dwellings  
29   or equipment for resale.

30       “(11) ‘Equipment’ means materials, appliances, subassembly, devices, fixtures, fittings and  
31   apparatuses used in the construction, plumbing, mechanical and electrical systems of a manufactured  
32   dwelling.

33       “(12) ‘Federal manufactured housing construction and safety standard’ means a standard for  
34   construction, design and performance of a manufactured dwelling promulgated by the Secretary of  
35   Housing and Urban Development pursuant to the federal National Manufactured Housing Con-  
36   struction and Safety Standards Act of 1974 (Public Law 93-383).

37       “(13) ‘Fire Marshal’ means the State Fire Marshal.

38       “(14) ‘Imminent safety hazard’ means an imminent and unreasonable risk of death or severe  
39   personal injury.

40       “(15) ‘Insignia of compliance’ means the HUD label for a manufactured dwelling.

41       “(16) ‘Inspecting authority’ or ‘inspector’ means the Director of the Department of Consumer and  
42   Business Services or representatives as appointed or authorized to administer and enforce provisions  
43   of ORS 446.111, 446.160, 446.176, 446.225 to 446.285, 446.310 to 446.350, 446.990 and this section.

44       “(17) ‘Installation’ in relation to:

45      “(a) Construction means the arrangements and methods of construction, fire and life safety,

1 electrical, plumbing and mechanical equipment and systems within a manufactured dwelling.

2 “(b) Siting means the manufactured dwelling and cabana foundation support and tiedown, the  
3 structural, fire and life safety, electrical, plumbing and mechanical equipment and material con-  
4 nections and the installation of skirting and temporary steps.

5 “(18) ‘Installer’ means any individual licensed by the director to install, set up, connect, hook  
6 up, block, tie down, secure, support, install temporary steps for, install skirting for or make elec-  
7 trical, plumbing or mechanical connections to manufactured dwellings or cabanas or who provides  
8 consultation or supervision for any of these activities, except architects registered under ORS  
9 671.010 to 671.220 or engineers registered under ORS 672.002 to 672.325.

10 “(19) ‘Listed’ means equipment or materials included in a list, published by an organization  
11 concerned with product evaluation acceptable to the department that maintains periodic inspection  
12 of production of listed equipment or materials, and whose listing states either that the equipment  
13 or materials meets appropriate standards or has been tested and found suitable in a specified man-  
14 ner.

15 “(20) ‘Lot’ means any space, area or tract of land, or portion of a manufactured dwelling park,  
16 mobile home park or recreation park that is designated or used for occupancy by one manufactured  
17 dwelling.

18 “(21)(a) ‘Manufactured dwelling’ means a residential trailer, mobile home or manufactured home.

19 “(b) ‘Manufactured dwelling’ does not include any building or structure constructed to conform  
20 to the State of Oregon Structural Specialty Code, the Low-Rise Residential Dwelling Code adopted  
21 pursuant to ORS [455.100 to 455.450 and 455.610 to 455.630] **455.020 or 455.610** or the Small Home  
22 Specialty Code adopted under section 2, chapter 401, Oregon Laws 2019.

23 “(22)(a) ‘Manufactured dwelling park’ means any place where four or more manufactured  
24 dwellings **or prefabricated structures, as defined in ORS 455.010, that are relocatable and**  
25 **more than eight and one-half feet wide**, are located within 500 feet of one another on a lot, tract  
26 or parcel of land under the same ownership, the primary purpose of which is to rent or lease space  
27 or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental  
28 or lease or use of facilities or to offer space free in connection with securing the trade or patronage  
29 of such person.

30 “(b) ‘Manufactured dwelling park’ does not include a lot or lots located within a subdivision  
31 being rented or leased for occupancy by no more than one manufactured dwelling per lot if the  
32 subdivision was approved by the local government unit having jurisdiction under an ordinance  
33 adopted pursuant to ORS 92.010 to 92.192.

34 “(23)(a) ‘Manufactured home,’ except as provided in paragraph (b) of this subsection, means a  
35 structure constructed for movement on the public highways that has sleeping, cooking and plumbing  
36 facilities, that is intended for human occupancy, that is being used for residential purposes and that  
37 was constructed in accordance with federal manufactured housing construction and safety standards  
38 and regulations in effect at the time of construction.

39 “(b) For purposes of implementing any contract pertaining to manufactured homes between the  
40 department and the federal government, ‘manufactured home’ has the meaning given the term in the  
41 contract.

42 “(24) ‘Manufacturer’ means any person engaged in manufacturing, building, rebuilding, altering,  
43 converting or assembling manufactured dwellings or equipment.

44 “(25) ‘Manufacturing’ means the building, rebuilding, altering or converting of manufactured  
45 dwellings that bear or are required to bear an Oregon insignia of compliance.

1 “(26) ‘Minimum safety standards’ means the plumbing, mechanical, electrical, thermal, fire and  
2 life safety, structural and transportation standards prescribed by rules adopted by the director.

3 “(27) ‘Mobile home’ means a structure constructed for movement on the public highways that  
4 has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being  
5 used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976,  
6 and met the construction requirements of Oregon mobile home law in effect at the time of con-  
7 struction.

8 “(28) ‘Mobile home park’:

9 “(a) Means any place where four or more manufactured dwellings, recreational vehicles as de-  
10 fined in ORS 174.101, or a combination thereof, are located within 500 feet of one another on a lot,  
11 tract or parcel of land under the same ownership, the primary purpose of which is to rent space or  
12 keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of  
13 facilities or to offer space free in connection with securing the trade or patronage of such person.

14 “(b) Does not include a lot or lots located within a subdivision being rented or leased for oc-  
15 cupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the  
16 municipality unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

17 “(29) ‘Municipality’ means a city, county or other unit of local government otherwise authorized  
18 by law to enact codes.

19 “(30) ‘Residential trailer’ means a structure constructed for movement on the public highways  
20 that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is  
21 being used for residential purposes and that was constructed before January 1, 1962.

22 “(31) ‘Sale’ means rent, lease, sale or exchange.

23 “(32) ‘Skirting’ means a weather resistant material used to enclose the space below a manufac-  
24 tured dwelling.

25 “(33) ‘Tiedown’ means any device designed to anchor a manufactured dwelling securely to the  
26 ground.

27 “(34) ‘Transitional housing accommodations’ means accommodations described under ORS  
28 446.265.

29 “(35) ‘Utilities’ means the water, sewer, gas or electric services provided on a lot for a manu-  
30 factured dwelling.

31 “**SECTION 7.** ORS 446.003, as amended by section 1b, chapter 422, Oregon Laws 2019, is  
32 amended to read:

33 “446.003. As used in ORS 446.003 to 446.200 and 446.225 to 446.285, and for the purposes of ORS  
34 chapters 195, 196, 197, 215 and 227, the following definitions apply, unless the context requires oth-  
35 erwise, or unless administration and enforcement by the State of Oregon under the existing or re-  
36 vised National Manufactured Housing Construction and Safety Standards Act would be adversely  
37 affected, and except as provided in ORS 446.007 or 446.265:

38 “(1) ‘Accessory building or structure’ means any portable, demountable or permanent structure  
39 established for use of the occupant of the manufactured dwelling and as further defined by rule by  
40 the Director of the Department of Consumer and Business Services.

41 “(2)(a) ‘Alteration’ means any change, addition, repair, conversion, replacement, modification or  
42 removal of any equipment or installation that may affect the operation, construction or occupancy  
43 of a manufactured dwelling.

44 “(b) ‘Alteration’ does not include:

45 “(A) Minor repairs with approved component parts;

1 “(B) Conversion of listed fuel-burning appliances in accordance with the terms of their listing;  
2 “(C) Adjustment and maintenance of equipment; or  
3 “(D) Replacement of equipment or accessories in kind.  
4 “(3) ‘Approved’ means approved, licensed or certified by the Department of Consumer and  
5 Business Services or its designee.  
6 “(4) ‘Board’ means the Residential and Manufactured Structures Board.  
7 “(5) ‘Cabana’ means a stationary, lightweight structure that may be prefabricated, or demount-  
8 able, with two or more walls, used adjacent to and in conjunction with a manufactured dwelling to  
9 provide additional living space.  
10 “(6) ‘Certification’ means an evaluation process by which the department verifies a  
11 manufacturer’s ability to produce manufactured dwellings to the department rules and to the de-  
12 partment approved quality control manual.  
13 “(7) ‘Dealer’ means any person engaged in the business of selling, leasing or distributing manu-  
14 factured dwellings or equipment, or both, primarily to persons who in good faith purchase or lease  
15 manufactured dwellings or equipment, or both, for purposes other than resale.  
16 “(8) ‘Department’ means the Department of Consumer and Business Services.  
17 “(9) ‘Director’ means the Director of the Department of Consumer and Business Services.  
18 “(10) ‘Distributor’ means any person engaged in selling and distributing manufactured dwellings  
19 or equipment for resale.  
20 “(11) ‘Equipment’ means materials, appliances, subassembly, devices, fixtures, fittings and  
21 apparatuses used in the construction, plumbing, mechanical and electrical systems of a manufactured  
22 dwelling.  
23 “(12) ‘Federal manufactured housing construction and safety standard’ means a standard for  
24 construction, design and performance of a manufactured dwelling promulgated by the Secretary of  
25 Housing and Urban Development pursuant to the federal National Manufactured Housing Con-  
26 struction and Safety Standards Act of 1974 (Public Law 93-383).  
27 “(13) ‘Fire Marshal’ means the State Fire Marshal.  
28 “(14) ‘Imminent safety hazard’ means an imminent and unreasonable risk of death or severe  
29 personal injury.  
30 “(15) ‘Insignia of compliance’ means the HUD label for a manufactured dwelling.  
31 “(16) ‘Inspecting authority’ or ‘inspector’ means the Director of the Department of Consumer and  
32 Business Services or representatives as appointed or authorized to administer and enforce provisions  
33 of ORS 446.111, 446.160, 446.176, 446.225 to 446.285, 446.310 to 446.350, 446.990 and this section.  
34 “(17) ‘Installation’ in relation to:  
35 “(a) Construction means the arrangements and methods of construction, fire and life safety,  
36 electrical, plumbing and mechanical equipment and systems within a manufactured dwelling.  
37 “(b) Siting means the manufactured dwelling and cabana foundation support and tiedown, the  
38 structural, fire and life safety, electrical, plumbing and mechanical equipment and material con-  
39 nections and the installation of skirting and temporary steps.  
40 “(18) ‘Installer’ means any individual licensed by the director to install, set up, connect, hook  
41 up, block, tie down, secure, support, install temporary steps for, install skirting for or make elec-  
42 trical, plumbing or mechanical connections to manufactured dwellings or cabanas or who provides  
43 consultation or supervision for any of these activities, except architects registered under ORS  
44 671.010 to 671.220 or engineers registered under ORS 672.002 to 672.325.  
45 “(19) ‘Listed’ means equipment or materials included in a list, published by an organization

1 concerned with product evaluation acceptable to the department that maintains periodic inspection  
2 of production of listed equipment or materials, and whose listing states either that the equipment  
3 or materials meets appropriate standards or has been tested and found suitable in a specified man-  
4 ner.

5 “(20) ‘Lot’ means any space, area or tract of land, or portion of a manufactured dwelling park,  
6 mobile home park or recreation park that is designated or used for occupancy by one manufactured  
7 dwelling.

8 “(21)(a) ‘Manufactured dwelling’ means a residential trailer, mobile home or manufactured home.

9 “(b) ‘Manufactured dwelling’ does not include any building or structure constructed to conform  
10 to the State of Oregon Structural Specialty Code or the Low-Rise Residential Dwelling Code adopted  
11 pursuant to ORS [455.100 to 455.450 and 455.610 to 455.630] **455.020, 455.610 or 455.616.**

12 “(22)(a) ‘Manufactured dwelling park’ means any place where four or more manufactured  
13 dwellings **or prefabricated structures, as defined in ORS 455.010, that are relocatable and**  
14 **more than eight and one-half feet wide,** are located within 500 feet of one another on a lot, tract  
15 or parcel of land under the same ownership, the primary purpose of which is to rent or lease space  
16 or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental  
17 or lease or use of facilities or to offer space free in connection with securing the trade or patronage  
18 of such person.

19 “(b) ‘Manufactured dwelling park’ does not include a lot or lots located within a subdivision  
20 being rented or leased for occupancy by no more than one manufactured dwelling per lot if the  
21 subdivision was approved by the local government unit having jurisdiction under an ordinance  
22 adopted pursuant to ORS 92.010 to 92.192.

23 “(23)(a) ‘Manufactured home,’ except as provided in paragraph (b) of this subsection, means a  
24 structure constructed for movement on the public highways that has sleeping, cooking and plumbing  
25 facilities, that is intended for human occupancy, that is being used for residential purposes and that  
26 was constructed in accordance with federal manufactured housing construction and safety standards  
27 and regulations in effect at the time of construction.

28 “(b) For purposes of implementing any contract pertaining to manufactured homes between the  
29 department and the federal government, ‘manufactured home’ has the meaning given the term in the  
30 contract.

31 “(24) ‘Manufacturer’ means any person engaged in manufacturing, building, rebuilding, altering,  
32 converting or assembling manufactured dwellings or equipment.

33 “(25) ‘Manufacturing’ means the building, rebuilding, altering or converting of manufactured  
34 dwellings that bear or are required to bear an Oregon insignia of compliance.

35 “(26) ‘Minimum safety standards’ means the plumbing, mechanical, electrical, thermal, fire and  
36 life safety, structural and transportation standards prescribed by rules adopted by the director.

37 “(27) ‘Mobile home’ means a structure constructed for movement on the public highways that  
38 has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being  
39 used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976,  
40 and met the construction requirements of Oregon mobile home law in effect at the time of con-  
41 struction.

42 “(28) ‘Mobile home park’:

43 “(a) Means any place where four or more manufactured dwellings, recreational vehicles as de-  
44 fined in ORS 174.101, or a combination thereof, are located within 500 feet of one another on a lot,  
45 tract or parcel of land under the same ownership, the primary purpose of which is to rent space or

1 keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of  
2 facilities or to offer space free in connection with securing the trade or patronage of such person.

3 “(b) Does not include a lot or lots located within a subdivision being rented or leased for oc-  
4 cupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the  
5 municipality unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

6 “(29) ‘Municipality’ means a city, county or other unit of local government otherwise authorized  
7 by law to enact codes.

8 “(30) ‘Residential trailer’ means a structure constructed for movement on the public highways  
9 that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is  
10 being used for residential purposes and that was constructed before January 1, 1962.

11 “(31) ‘Sale’ means rent, lease, sale or exchange.

12 “(32) ‘Skirting’ means a weather resistant material used to enclose the space below a manufac-  
13 tured dwelling.

14 “(33) ‘Tiedown’ means any device designed to anchor a manufactured dwelling securely to the  
15 ground.

16 “(34) ‘Transitional housing accommodations’ means accommodations described under ORS  
17 446.265.

18 “(35) ‘Utilities’ means the water, sewer, gas or electric services provided on a lot for a manu-  
19 factured dwelling.

20 “**SECTION 8.** ORS 446.007 is amended to read:

21 “446.007. Notwithstanding ORS 446.003, as used in ORS chapters 195, 196, 197, 215 and 227, the  
22 following definitions apply, unless the context requires otherwise:

23 “(1) ‘Accessory building or structure’ means any portable, demountable or permanent structure  
24 established for use of the occupant of a manufactured structure and as further defined by rule by  
25 the Director of the Department of Consumer and Business Services as provided under ORS 446.003.

26 “(2) ‘Lot’ means any space, area or tract of land, or portion of a manufactured dwelling park,  
27 mobile home park or recreation park that is designated or used for occupancy by one manufactured  
28 structure.

29 “[*(3) ‘Manufactured dwelling’:*]

30 “[*(a) Means a residential trailer, mobile home or manufactured home.*]

31 “[*(b) Does not include any building or structure constructed to conform to the State of Oregon  
32 Structural Specialty Code or the Low-Rise Residential Dwelling Code adopted pursuant to ORS 455.100  
33 to 455.450 and 455.610 to 455.630 or any unit identified as a recreational vehicle by the  
34 manufacturer.*]

35 “[*(4) (3) ‘Manufactured structure’:*]

36 “[*(a) Means a recreational vehicle, manufactured dwelling or recreational structure.*]

37 “[*(b) Does not include any building or structure regulated under the State of Oregon Structural  
38 Specialty Code or the Low-Rise Residential Dwelling Code.*]

39 “[*(5) (4) ‘Manufacturer’ means any person engaged in manufacturing, building, rebuilding, al-  
40 tering, converting or assembling manufactured structures or equipment.*]

41 “[*(6) (5) ‘Manufacturing’ means the building, rebuilding, altering or converting of manufactured  
42 structures that bear or are required to bear an Oregon insignia of compliance.*]

43 “[*(7) (6) ‘Mobile home park’:*]

44 “[*(a) Means any place where four or more manufactured structures are located within 500 feet  
45 of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of*]

1 which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid  
2 for the rental or use of facilities or to offer space free in connection with securing the trade or  
3 patronage of such person.

4 “(b) Does not include a lot or lots located within a subdivision being rented or leased for oc-  
5 cupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the  
6 municipality unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

7 “[8] (7) ‘Recreational structure’ means a campground structure with or without plumbing,  
8 heating or cooking facilities intended to be used by any particular occupant on a limited-time basis  
9 for recreational, seasonal, emergency or transitional housing purposes and may include yurts, cab-  
10 ins, fabric structures or similar structures as further defined, by rule, by the director.

11 “[9] (8) ‘Recreational vehicle’ has the meaning given that term in ORS 174.101.

12 **“SECTION 9. Sections 10 and 11 of this 2021 Act are added to and made a part of ORS**  
13 **90.505 to 90.850.**

14 **“SECTION 10. If a manufactured dwelling park is affected by a natural disaster, as de-**  
15 **defined in section 2 of this 2021 Act, unless the parties agree otherwise following the natural**  
16 **disaster:**

17 **“(1) For a manufactured dwelling that is destroyed, the tenancy is immediately termi-**  
18 **nated and the parties are not further obligated under the rental agreement or this chapter,**  
19 **except that:**

20 **“(a) The landlord shall, pursuant to ORS 90.300, return to the tenant any deposit and**  
21 **prepaid rent, including prorated rent from the date of the disaster.**

22 **“(b) Unless a tenant is responsible for the natural disaster, the tenant is not responsible**  
23 **for cleanup of the space or removal of the dwelling.**

24 **“(c) After the abatement of the emergency, the landlord shall notify the tenant and**  
25 **provide the tenant an opportunity to return to the rented space to search for valuables. A**  
26 **landlord may require the tenant to sign a release of liability related to the tenant’s presence**  
27 **on the space.**

28 **“(2) For a manufactured dwelling that is not destroyed, but either the park or the**  
29 **dwelling is significantly damaged, the tenant may, within 30 days after the date that the**  
30 **dwelling unit is accessible after the disaster, provide written notice to the landlord that the**  
31 **tenant is terminating the tenancy as of the date of the natural disaster and is abandoning**  
32 **the manufactured dwelling under subsection (1) of this section.**

33 **“(3) If the manufactured dwelling is not destroyed as described in subsection (1) of this**  
34 **section and the tenant does not provide a notice under subsection (2) of this section, the**  
35 **tenant shall continue to pay rent from the date the dwelling unit becomes accessible follow-**  
36 **ing the disaster, prorated to reflect any loss of value from damages to the park or the space.**

37 **“(4) A tenant does not owe rent while the dwelling unit is inaccessible due to the natural**  
38 **disaster or the destruction of the dwelling unit.**

39 **“(5) As used in this section, a dwelling unit is not considered accessible while a govern-**  
40 **mental agency has posted the dwelling unit as unsafe or unlawful to occupy, even if a tenant**  
41 **may begin repairs.**

42 **“SECTION 11. (1) A landlord may require a tenant in a manufactured dwelling park to**  
43 **obtain and maintain renter’s liability insurance only if:**

44 **“(a) The insurance requirement is in the park’s statement of policy and in the written**  
45 **rental agreement.**



1       **“(b) The landlord obtains and maintains comparable liability insurance.**

2       **“(c) Documentation, including a certificate of coverage, that shows the landlord’s insur-**  
3 **ance coverage is posted in a common area or delivered or made available to any tenant by**  
4 **request, orally or in writing.**

5       **“(d) The amount of required coverage does not exceed \$100,000 per occurrence.**

6       **“(2) A landlord may require an applicant to:**

7       **“(a) Provide documentation of renter’s liability insurance coverage before the tenancy**  
8 **begins.**

9       **“(b) Name the landlord as an interested party on the tenant’s renter’s insurance policy**  
10 **authorizing the insurer to notify the landlord of:**

11       **“(A) Cancellation or nonrenewal of the policy;**  
12       **“(B) Reduction of policy coverage; or**  
13       **“(C) Removal of the landlord as an interested party.**

14       **“(c) Provide documentation on a periodic basis related to the coverage period of the**  
15 **renter’s liability insurance policy.**

16       **“(3) A landlord may not:**

17       **“(a) Require that a tenant obtain renter’s liability insurance from a particular insurer;**  
18       **“(b) Require that a tenant name the landlord as an additional insured or as having any**  
19 **special status on the tenant’s renter’s liability insurance policy other than as an interested**  
20 **party for the purposes described in subsection (2)(b) of this section;**

21       **“(c) Require that a tenant waive the insurer’s subrogation rights; or**  
22       **“(d) Make a claim against the tenant’s renter’s liability insurance unless:**

23       **“(A) The claim is for damages or costs for which the tenant is legally liable and not for**  
24 **damages or costs that result from ordinary wear and tear, acts of God or the conduct of the**  
25 **landlord;**

26       **“(B) The claim is greater than any security deposit of the tenant; and**  
27       **“(C) The landlord provides a copy of the claim to the tenant contemporaneous with filing**  
28 **the claim with the insurer.**

29       **“SECTION 12.** ORS 90.100 is amended to read:

30       **“90.100. As used in this chapter, unless the context otherwise requires:**

31       **“(1) ‘Accessory building or structure’ means any portable, demountable or permanent structure,**  
32 **including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,**  
33 **steps, ramps, piers and pilings, that is:**

34       **“(a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or**  
35       **“(b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a**  
36 **tenant of a manufactured dwelling or floating home.**

37       **“(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and any other proceeding**  
38 **in which rights are determined, including an action for possession.**

39       **“(3) ‘Applicant screening charge’ means any payment of money required by a landlord of an**  
40 **applicant prior to entering into a rental agreement with that applicant for a residential dwelling**  
41 **unit, the purpose of which is to pay the cost of processing an application for a rental agreement for**  
42 **a residential dwelling unit.**

43       **“(4) ‘Building and housing codes’ includes any law, ordinance or governmental regulation con-**  
44 **cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-**  
45 **pearance of any premises or dwelling unit.**

1 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS 105.836.  
2 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS 105.836.  
3 “(7) ‘Conduct’ means the commission of an act or the failure to act.  
4 “(8) ‘DBH’ means the diameter at breast height, which is measured as the width of a standing  
5 tree at four and one-half feet above the ground on the uphill side.  
6 “(9) ‘Dealer’ means any person in the business of selling, leasing or distributing new or used  
7 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling  
8 or floating home for use as a residence.  
9 “(10) ‘Domestic violence’ means:  
10 “(a) Abuse between family or household members, as those terms are defined in ORS 107.705;  
11 or  
12 “(b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.  
13 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in ORS 90.243.  
14 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is used as a home, resi-  
15 dence or sleeping place by one person who maintains a household or by two or more persons who  
16 maintain a common household. ‘Dwelling unit’ regarding a person who rents a space for a manu-  
17 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a  
18 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
19 not the manufactured dwelling, recreational vehicle or floating home itself.  
20 “(13) ‘Essential service’ means:  
21 “(a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or  
22 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:  
23 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exte-  
24 rior doors, latches for windows and any cooking appliance or refrigerator supplied or required to  
25 be supplied by the landlord; and  
26 “(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,  
27 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or  
28 makes the dwelling unit unfit for occupancy.  
29 “(b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or  
30 recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:  
31 “(A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any  
32 drainage system; and  
33 “(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,  
34 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or  
35 makes the rented space unfit for occupancy.  
36 “(14) ‘Facility’ means a manufactured dwelling park or a marina.  
37 “(15) ‘Fee’ means a nonrefundable payment of money.  
38 “(16) ‘First class mail’ does not include certified or registered mail, or any other form of mail  
39 that may delay or hinder actual delivery of mail to the recipient.  
40 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of existence, continuing to a  
41 specific ending date and terminating on that date without requiring further notice to effect the ter-  
42 mination.  
43 “(18) ‘Floating home’ has the meaning given that term in ORS 830.700. ‘Floating home’ includes  
44 an accessory building or structure.  
45 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction concerned.

1       “(20) ‘Hazard tree’ means a tree that:  
2       “(a) Is located on a rented space in a manufactured dwelling park;  
3       “(b) Measures at least eight inches DBH; and  
4       “(c) Is considered, by an arborist licensed as a landscape construction professional pursuant to  
5 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable  
6 risk of causing serious physical harm or damage to individuals or property in the near future.  
7       “(21) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.  
8       “(22) ‘Informal dispute resolution’ includes voluntary consultation between the landlord or  
9 landlord’s agent and one or more tenants or voluntary mediation utilizing the services of a third  
10 party, but does not include mandatory mediation or arbitration.  
11       “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit or the building or  
12 premises of which it is a part. ‘Landlord’ includes a person who is authorized by the owner, lessor  
13 or sublessor to manage the premises or to enter into a rental agreement.  
14       “(24) ‘Landlord’s agent’ means a person who has oral or written authority, either express or  
15 implied, to act for or on behalf of a landlord.  
16       “(25) ‘Last month’s rent deposit’ means a type of security deposit, however designated, the pri-  
17 mary function of which is to secure the payment of rent for the last month of the tenancy.  
18       “(26) ‘Manufactured dwelling’ means a residential trailer, a mobile home or a manufactured  
19 home as those terms are defined in ORS 446.003 **or a prefabricated structure**. ‘Manufactured  
20 dwelling’ includes an accessory building or structure.  
21       “(27) ‘Manufactured dwelling park’ means a place where four or more manufactured dwellings  
22 are located, the primary purpose of which is to rent space or keep space for rent to any person for  
23 a charge or fee.  
24       “(28) ‘Marina’ means a moorage of contiguous dwelling units that may be legally transferred as  
25 a single unit and are owned by one person where four or more floating homes are secured, the pri-  
26 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.  
27       “(29) ‘Marina purchase association’ means a group of three or more tenants who reside in a  
28 marina and have organized for the purpose of eventual purchase of the marina.  
29       “(30) ‘Month-to-month tenancy’ means a tenancy that automatically renews and continues for  
30 successive monthly periods on the same terms and conditions originally agreed to, or as revised by  
31 the parties, until terminated by one or both of the parties.  
32       “(31) ‘Organization’ includes a corporation, government, governmental subdivision or agency,  
33 business trust, estate, trust, partnership or association, two or more persons having a joint or com-  
34 mon interest, and any other legal or commercial entity.  
35       “(32) ‘Owner’ includes a mortgagee in possession and means one or more persons, jointly or se-  
36 verally, in whom is vested:  
37       “(a) All or part of the legal title to property; or  
38       “(b) All or part of the beneficial ownership and a right to present use and enjoyment of the  
39 premises.  
40       “(33) ‘Person’ includes an individual or organization.  
41       “(34) **‘Prefabricated structure’ means a structure that is substantially constructed or**  
42 **assembled using closed construction at an off-site location in compliance with the state**  
43 **building code and that is sited and occupied by the owner in compliance with local codes.**  
44       “[(34)] (35) ‘Premises’ means:  
45       “(a) A dwelling unit and the structure of which it is a part and facilities and appurtenances

1 therein;

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

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

5 “[35] (36) ‘Prepaid rent’ means any payment of money to the landlord for a rent obligation not  
6 yet due. In addition, ‘prepaid rent’ means rent paid for a period extending beyond a termination date.

7 “[36] (37) ‘Recreational vehicle’ has the meaning given that term in ORS 174.101.

8 “[37] (38) ‘Rent’ means any payment to be made to the landlord under the rental agreement,  
9 periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a  
10 dwelling unit to the exclusion of others and to use the premises. ‘Rent’ does not include security  
11 deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.562.

12 “[38] (39) ‘Rental agreement’ means all agreements, written or oral, and valid rules and regu-  
13 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the  
14 use and occupancy of a dwelling unit and premises. ‘Rental agreement’ includes a lease. A rental  
15 agreement is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

16 “[39] (40) ‘Roomer’ means a person occupying a dwelling unit that does not include a toilet and  
17 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and  
18 where one or more of these facilities are used in common by occupants in the structure.

19 “[40] (41) ‘Screening or admission criteria’ means a written statement of any factors a landlord  
20 considers in deciding whether to accept or reject an applicant and any qualifications required for  
21 acceptance. ‘Screening or admission criteria’ includes, but is not limited to, the rental history,  
22 character references, public records, criminal records, credit reports, credit references and incomes  
23 or resources of the applicant.

24 “[41] (42) ‘Security deposit’ means a refundable payment or deposit of money, however desig-  
25 nated, the primary function of which is to secure the performance of a rental agreement or any part  
26 of a rental agreement. ‘Security deposit’ does not include a fee.

27 “[42] (43) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

28 “[43] (44) ‘Squatter’ means a person occupying a dwelling unit who is not so entitled under a  
29 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. ‘Squatter’  
30 does not include a tenant who holds over as described in ORS 90.427 (11).

31 “[44] (45) ‘Stalking’ means the behavior described in ORS 163.732.

32 “[45] (46) ‘Statement of policy’ means the summary explanation of information and facility  
33 policies to be provided to prospective and existing tenants under ORS 90.510.

34 “[46] (47) ‘Surrender’ means an agreement, express or implied, as described in ORS 90.148 be-  
35 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-  
36 cupy a dwelling unit.

37 “[47] (48) ‘Tenant’:

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

39 “(A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwell-  
40 ing unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a  
41 public housing authority.

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

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

1 “(c) Does not mean a guest or temporary occupant.  
2 “[48] (49) ‘Transient lodging’ means a room or a suite of rooms.  
3 “[49] (50) ‘Transient occupancy’ means occupancy in transient lodging that has all of the fol-  
4 lowing characteristics:  
5 “(a) Occupancy is charged on a daily basis and is not collected more than six days in advance;  
6 “(b) The lodging operator provides maid and linen service daily or every two days as part of the  
7 regularly charged cost of occupancy; and  
8 “(c) The period of occupancy does not exceed 30 days.  
9 “[50] (51) ‘Vacation occupancy’ means occupancy in a dwelling unit, not including transient  
10 occupancy in a hotel or motel, that has all of the following characteristics:  
11 “(a) The occupant rents the unit for vacation purposes only, not as a principal residence;  
12 “(b) The occupant has a principal residence other than at the unit; and  
13 “(c) The period of authorized occupancy does not exceed 45 days.  
14 “[51] (52) ‘Victim’ means:  
15 “(a) The person against whom an incident related to domestic violence, sexual assault or stalk-  
16 ing is perpetrated; or  
17 “(b) The parent or guardian of a minor household member against whom an incident related to  
18 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the  
19 perpetrator.  
20 “[52] (53) ‘Week-to-week tenancy’ means a tenancy that has all of the following characteristics:  
21 “(a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven  
22 days;  
23 “(b) There is a written rental agreement that defines the landlord’s and the tenant’s rights and  
24 responsibilities under this chapter; and  
25 “(c) There are no fees or security deposits, although the landlord may require the payment of  
26 an applicant screening charge, as provided in ORS 90.295.  
27 “**SECTION 13.** ORS 90.510 is amended to read:  
28 “90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall  
29 provide a written statement of policy to prospective and existing tenants. The purpose of the state-  
30 ment of policy is to provide disclosure of the landlord’s policies to prospective tenants and to ex-  
31 isting tenants who have not previously received a statement of policy. The statement of policy is  
32 not a part of the rental agreement. The statement of policy shall provide all of the following infor-  
33 mation in summary form:  
34 “(a) The location and approximate size of the space to be rented.  
35 “(b) The federal fair-housing age classification and present zoning that affect the use of the  
36 rented space.  
37 “(c) The facility policy regarding rent adjustment and a rent history for the space to be rented.  
38 The rent history must, at a minimum, show the rent amounts on January 1 of each of the five pre-  
39 ceding calendar years or during the length of the landlord’s ownership, leasing or subleasing of the  
40 facility, whichever period is shorter.  
41 “(d) The personal property, services and facilities that are provided by the landlord.  
42 “(e) The installation charges that are imposed by the landlord and the installation fees that are  
43 imposed by government agencies.  
44 “(f) The facility policy regarding rental agreement termination including, but not limited to,  
45 closure of the facility.

1 “(g) The facility policy regarding facility sale.

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

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

6 “(j) The facility policy regarding methods of billing for utilities and services as described in ORS  
7 90.560 to 90.584.

8 “(k) If a tenants’ association exists for the facility, a one-page summary about the tenants’ as-  
9 sociation. The tenants’ association shall provide the summary to the landlord.

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

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

14 “(n) **Any requirement to obtain and maintain renter’s liability insurance under section**  
15 **11 of this 2021 Act.**

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

20 “(3) The landlord shall give:

21 “(a) Prospective tenants a copy of the statement of policy before the prospective tenants sign  
22 rental agreements;

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

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

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

33 “(a) Mutual agreement of the parties;

34 “(b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530, 90.566, 90.574, 90.578 (3),  
35 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or 90.767 (9); or

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

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

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

39 “(b) The federal fair-housing age classification.

40 “(c) The rent per month.

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

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

43 “(f) Any facility policy regarding the planting of trees on the rented space for a manufactured  
44 dwelling.

45 “(g) Improvements that the tenant may or must make to the rental space, including plant mate-

1 rials and landscaping.

2 “(h) Provisions for dealing with improvements to the rental space at the termination of the  
3 tenancy.

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

8 “(j) That the tenant may not sell the tenant’s manufactured dwelling or floating home to a per-  
9 son who intends to leave the manufactured dwelling or floating home on the rental space until the  
10 landlord has accepted the person as a tenant.

11 “(k) The term of the tenancy.

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

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

15 “(n) That either party may request no-cost mandatory mediation of disputes through the Housing  
16 and Community Services Department or a dispute resolution program described in ORS 36.155 and  
17 the process by which mandatory mediation is initiated and conducted that is consistent with ORS  
18 90.767.

19 “(o) **Any requirement to obtain and maintain renter’s liability insurance under section**  
20 **11 of this 2021 Act.**

21 “(6) Every landlord who rents a space for a manufactured dwelling or floating home shall pro-  
22 vide rules and regulations concerning the tenant’s use and occupancy of the premises. A violation  
23 of the rules and regulations may be cause for termination of a rental agreement. However, this  
24 subsection does not create a presumption that all rules and regulations are identical for all tenants  
25 at all times. A rule or regulation is enforceable against the tenant only if:

26 “(a) The rule or regulation:

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

28 “(B) Preserves the landlord’s property from abusive use; or

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

31 “(b) The rule or regulation:

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

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

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

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

40 “(b) As used in this subsection:

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

42 “(i) The size of the dwelling.

43 “(ii) The size of the rented space.

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

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

1 “(B) ‘Bedroom’ means a room that is intended to be used primarily for sleeping purposes and  
2 does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar  
3 areas.

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

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

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

12 “(11) Every landlord who publishes a directory of tenants and tenant services must include a  
13 one-page summary regarding any tenants’ association. The tenants’ association shall provide the  
14 summary to the landlord.

15 “**SECTION 14.** ORS 90.555 is amended to read:

16 “90.555. (1) As used in this section:

17 “(a) ‘Actively markets for sale’ means that the facility tenant:

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

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

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

22 “(b) ‘Facility landlord’ means the landlord of the facility.

23 “(c) ‘Facility tenant’ means the owner of the manufactured dwelling or floating home, who is the  
24 tenant of the facility landlord under the rental agreement.

25 “(d) ‘Rental agreement’ means the rental agreement between the facility landlord and facility  
26 tenant.

27 “(e) ‘Renter’ means a person other than the facility tenant who is lawfully occupying the man-  
28 ufactured dwelling or floating home under a subleasing agreement.

29 “(f) ‘Subleasing agreement’ means the written agreement between the facility landlord, facility  
30 tenant, and renter concerning the occupancy of the renter and the rights of the parties.

31 “(2) A facility tenant may not rent the facility tenant’s manufactured dwelling or floating home  
32 to another person for a period exceeding three days unless the facility landlord, facility tenant and  
33 renter enter into a written subleasing agreement specifying the rights and obligations of the facility  
34 landlord, facility tenant and renter during the renter’s occupancy of the dwelling or home. The  
35 subleasing agreement shall require the renter to timely pay to the facility landlord the space rent,  
36 any separately assessed fees payable under the rental agreement and any separately billed utility  
37 or service charge described in ORS 90.560 to 90.584. The subleasing agreement shall also grant the  
38 renter the same rights as the facility tenant to cure a violation of the rental agreement for the fa-  
39 cility space, to require the facility landlord to comply with ORS 90.730 and to be protected from  
40 retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to sub-  
41 lease to a renter in violation of the rental agreement.

42 “(3) Notwithstanding ORS 90.100 [(47)] (48), a facility tenant who enters into a subleasing  
43 agreement remains the tenant of the facility space and retains all rights and obligations under the  
44 rental agreement and this chapter. The occupancy by a renter does not constitute abandonment of  
45 the dwelling or home by the facility tenant.



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

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

7 “(a) Without cause by giving the renter written notice not less than 30 days prior to the ter-  
8 mination;

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

11 “(c) Subject to the right to cure:

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

13 “(B) For any conduct by the renter that would be a violation of the rental agreement under ORS  
14 90.396 or 90.398 if committed by the facility tenant.

15 “(6) Upon termination of a subleasing agreement by the facility landlord, whether with or  
16 without cause, the renter and the facility tenant are excused from continued performance under any  
17 subleasing agreement.

18 “(7)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the  
19 facility tenant of a rental agreement violation, a law or ordinance violation or the facility’s closure,  
20 conversion or sale, the landlord shall also promptly give a copy of the notice to the renter. The  
21 giving of notice to the renter does not constitute notice to the facility tenant unless the facility  
22 tenant has expressly appointed the renter as the facility tenant’s agent for purposes of receiving  
23 notice.

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

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

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

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

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

41 “**SECTION 15.** ORS 90.634 is amended to read:

42 “90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwelling unit rent against a  
43 manufactured dwelling or floating home located in a facility. Notwithstanding ORS 90.100 [(47)] (48)  
44 and 90.675 and regardless of whether the owner of a manufactured dwelling or floating home occu-  
45 pies the dwelling or home as a residence, a facility landlord that is entitled to unpaid rent and re-

1 ceives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161  
2 may sell or dispose of the dwelling or home as provided in ORS 90.675.

3 “(2) If a manufactured dwelling or floating home was occupied immediately prior to abandon-  
4 ment by a person other than the facility tenant, and the name and address of the person are known  
5 to the landlord, a landlord selling or disposing of the dwelling or home under subsection (1) of this  
6 section shall promptly send the person a copy of the notice sent to the facility tenant under ORS  
7 90.675 (3). Notwithstanding ORS 90.425, the facility landlord may sell or dispose of goods left in the  
8 dwelling or home or upon the dwelling unit by the person in the same manner as if the goods were  
9 left by the facility tenant. If the name and address of the person are known to the facility landlord,  
10 the landlord shall promptly send the person a copy of the written notice sent to the facility tenant  
11 under ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal  
12 of the goods.

13 **“SECTION 16. This 2021 Act being necessary for the immediate preservation of the public**  
14 **peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect**  
15 **on its passage.”.**

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