

HB 2372-1
(LC 2830)
1/28/21 (RLM/ps)

Requested by HOUSE COMMITTEE ON HOUSING (at the request of Representative Wlnsvey Campos)

**PROPOSED AMENDMENTS TO
HOUSE BILL 2372**

1 On page 1 of the printed bill, line 5, before the period insert “, and
2 sections 2 and 7, chapter 3, Oregon Laws 2020 (third special session)”.

3 On page 55, delete lines 27 through 45.

4 On page 56, delete lines 1 through 29 and insert:

5 **“SECTION 21.** ORS 105.115, as amended by section 14, chapter 3, Oregon
6 Laws 2020 (third special session), is amended to read:

7 “105.115. (1) Except as provided by subsections (2) and (3) of this section,
8 the following are causes of unlawful holding by force within the meaning
9 of ORS 105.110, 105.123 and 105.126:

10 “(a) When the tenant or person in possession of any premises fails or re-
11 fuses to pay rent within 10 days after the rent is due under the lease or
12 agreement under which the tenant or person in possession holds, or to de-
13 liver possession of the premises after being in default on payment of rent for
14 10 days.

15 “(b) When the lease by its terms has expired and has not been renewed,
16 or when the tenant or person in possession is holding from month to month,
17 or year to year, and remains in possession after notice to quit as provided
18 in ORS 105.120, or is holding contrary to any condition or covenant of the
19 lease or is holding possession without any written lease or agreement.

20 “(c) When the owner or possessor of a recreational vehicle that was
21 placed or driven onto property without the prior consent of the property

1 owner, operator or tenant fails to remove the recreational vehicle. The
2 property owner or operator is not required to serve a notice to quit the
3 property before commencing an action under ORS 105.126 against a recre-
4 ational vehicle owner or possessor holding property by force as described in
5 this paragraph.

6 “(d) When the person in possession of a premises remains in possession
7 after the time when a purchaser of the premises is entitled to possession in
8 accordance with the provisions of ORS 18.946 or 86.782.

9 “(e) When the person in possession of a premises remains in possession
10 after the time when a deed given in lieu of foreclosure entitles the transferee
11 named in the deed to possession of the premises.

12 “(f) When the person in possession of a premises remains in possession
13 after the time when a seller is entitled to possession in accordance with the
14 provisions of ORS 93.930 (2)(c) or pursuant to a judgment of strict foreclosure
15 of a recorded contract for transfer or conveyance of an interest in real
16 property.

17 “(g) When the person in possession of a premises remains in possession
18 after the expiration of a valid notice terminating the person’s right to occupy
19 the premises pursuant to ORS 91.120, 91.122 or 91.130.

20 “(2) In the case of a dwelling unit to which ORS chapter 90 applies:

21 “(a) The following are causes of unlawful holding by force within the
22 meaning of ORS 105.110 and 105.123:

23 “(A) When the tenant or person in possession of any premises fails or
24 refuses to pay rent within the time period required by a notice under ORS
25 90.394.

26 “(B) [*When a rental agreement by its terms has expired and has not been*
27 *renewed, or*] When the tenant or person in possession remains in possession
28 after a valid notice terminating the tenancy pursuant to ORS chapter 90[,
29 *or is holding contrary to any valid condition or covenant of the rental agree-*
30 *ment or ORS chapter 90*].

1 “(b) A landlord may not file an action for the return of possession of a
2 dwelling unit based upon a cause of unlawful holding by force as described
3 in paragraph (a) of this subsection until after the expiration of a rental
4 agreement for a fixed term tenancy or after the expiration of the time period
5 provided in a notice terminating the tenancy.

6 “(3) In an action under subsection (2) of this section, ORS chapter 90 shall
7 be applied to determine the rights of the parties, including:

8 “(a) Whether and in what amount rent is due;

9 “(b) Whether a tenancy or rental agreement has been validly terminated;
10 and

11 “(c) Whether the tenant is entitled to remedies for retaliatory conduct by
12 the landlord as provided by ORS 90.385 and 90.765.”

13 On page 57, delete lines 15 through 45 and delete pages 58 through 61 and
14 insert:

15 **“SECTION 23.** ORS 105.124, as amended by section 15, chapter 3, Oregon
16 Laws 2020 (third special session), is amended to read:

17 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
18 applies to the dwelling unit:

19 “(1) The complaint must be in substantially the following form and be
20 available from the clerk of the court:

21 “ _____

22 IN THE CIRCUIT COURT
23 FOR THE COUNTY OF

24 _____

25 No. _____

26
27 RESIDENTIAL EVICTION COMPLAINT

28
29 PLAINTIFF (Landlord or agent):

30 _____

1 _____
2 Address: _____
3 City: _____
4 State: _____ Zip: _____
5 Telephone: _____

6

7 vs.

8

9 DEFENDANT (Tenants/Occupants):

10 _____

11 _____

12 MAILING ADDRESS: _____

13 City: _____

14 State: _____ Zip: _____

15 Telephone: _____

16

17 1.

18 Tenants are in possession of the dwelling unit, premises or rental prop-
19 erty described above or located at:

20

21 _____

22

23 2.

24 Landlord is entitled to possession of the property because of:

25

26 _____ 24-hour notice for personal
27 injury, substantial damage, extremely
28 outrageous act or unlawful occupant.

29 ORS 90.396 or 90.403.

30 _____ 24-hour or 48-hour notice for

1 violation of a drug or alcohol
2 program. ORS 90.398.
3 — 24-hour notice for perpetrating
4 domestic violence, sexual assault or
5 stalking. ORS 90.445.
6 — 7-day notice with stated cause in
7 a week-to-week tenancy. ORS 90.392 (6).
8 — 10-day notice for a pet violation[,] **or**
9 a repeat violation in a month-to-month
10 tenancy [*or without stated cause in a*
11 *week-to-week tenancy*]. ORS 90.392 (5)[,]
12 **or** 90.405 [*or 90.427 (2)*].
13 — 10-day or 13-day notice for nonpayment
14 of rent. ORS 90.394.*
15 — 20-day notice for a repeat violation.
16 ORS 90.630 (5).
17 — [*30-day, 60-day or 180-day notice without*
18 *stated cause in a month-to-month*
19 *tenancy. ORS 90.427 (3)(b) or (8)(a)(B)*
20 *or (C) or 90.429.*]
21 — 30-day notice with stated cause.
22 ORS 90.392, 90.630 or 90.632.*
23 — 60-day notice with stated cause.
24 ORS 90.632.
25 — 90-day notice with stated cause.
26 [*ORS 90.427 (5) or (7)*] **Section 5 of this 2021 Act.**
27 — Notice to bona fide tenants after
28 foreclosure sale or termination of
29 fixed term tenancy after foreclosure
30 sale. ORS 86.782 (6)(c).

1 _____ Other notice _____
2 _____ No notice (explain) _____

3

4 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

5

6 *If the notice is for nonpayment of rent or other charges or fees and was
7 given on or before June 30, 2021, the landlord must attach a copy of the
8 declaration of compliance required under section 7 (5), chapter 3, Oregon
9 Laws 2020 (third special session), to this complaint.

10

11 3.

12 If the landlord uses an attorney, the case goes to trial and the landlord
13 wins in court, the landlord can collect attorney fees from the defendant
14 pursuant to ORS 90.255 and 105.137 (3).

15 Landlord requests judgment for possession of the premises, court costs,
16 disbursements and attorney fees.

17 I certify that the allegations and factual assertions in this complaint are
18 true to the best of my knowledge.

19

20 _____

21 Signature of landlord or agent.

22 “ _____

23 “(2) The complaint must be signed by the plaintiff, or an attorney repre-
24 senting the plaintiff as provided by ORCP 17, or verified by an agent or
25 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

26 “(3) A copy of the notice relied upon, if any, must be attached to the
27 complaint.

28 **“SECTION 24.** Section 2, chapter 3, Oregon Laws 2020 (third special
29 session), is amended to read:

30 “(1) The Housing and Community Services Department shall make dis-

1 tributions to compensate residential landlords for 80 percent of the past-due
2 rent of qualified tenants that the landlord has not collected after April 1,
3 2020, if the landlord or the landlord’s designee:

4 “(a) Submits an application to the department for all of the landlord’s
5 tenants who have not paid rent and have delivered to the landlord a signed
6 declaration under section 7 (1)(b) [*of this 2020 third special session Act*],
7 **chapter 3, Oregon Laws 2020 (third special session)**;

8 “(b) Includes in the application a copy of the tenants’ declarations;

9 “(c) Provides the department with a description of the unpaid rent for all
10 current tenants;

11 “(d) Agrees to forgive the remaining 20 percent of the unpaid rent due
12 from qualified tenants that has accrued between April 1, 2020, and the date
13 of the application, upon receiving a distribution under this subsection;

14 “(e) Agrees to repay to the department any amount that was forgiven by
15 the landlord or that was paid to the landlord under this section and the
16 landlord later receives from the qualified tenant or on the tenant’s behalf,
17 within the period requested by the department;

18 “(f) Is not a member of the tenant’s immediate family, as defined in ORS
19 90.427;

20 “(g) During the pendency of the distribution application, agrees to not
21 give a termination [*notice without cause or for nonpayment, as those terms*
22 *are*] **for nonpayment as** defined in section 3, chapter 13, Oregon Laws 2020
23 (first special session); and

24 “(h) Provides any other information or materials required by the depart-
25 ment.

26 “(2)(a) The department shall develop an online application for landlords
27 to apply for distributions under this section.

28 “(b) The application must be made available in languages other than
29 English.

30 “(c) The application period must be open more than once to allow for

1 greater outreach and participation.

2 “(3) The department may establish any qualifications, priorities, re-
3 strictions or limits on the distributions made under this section, to prioritize
4 landlords with fewer units and landlords with a higher percentage of unpaid
5 rents. Restrictions or limits may include:

6 “(a) Limits per tenant, per landlord or per time period;

7 “(b) The number of units a landlord must own; or

8 “(c) The percentage or amount of total rent unpaid.

9 “(4) The department may coordinate with local housing authorities to
10 administer this section, including through making distributions to landlords.

11 “(5) The department or local housing authority shall mail to tenants
12 copies of a notice of distribution to their landlords and the amount of rent
13 forgiveness agreed to by their landlords.

14 “(6) The department may conduct outreach to landlords and tenants, in-
15 cluding outreach to non-English speakers.

16 “(7) Notwithstanding ORS 276A.300, 279A.025, 279A.050 (6)(g), 279A.205
17 and 456.571, the department shall expedite the implementation of the landlord
18 compensation fund.

19 “(8) As used in this section, ‘landlord’ includes a manufactured dwelling
20 park nonprofit cooperative as defined in ORS 62.803.

21 **“SECTION 25.** ORS 105.124, as amended by sections 15 and 21, chapter
22 3, Oregon Laws 2020 (third special session), is amended to read:

23 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
24 applies to the dwelling unit:

25 “(1) The complaint must be in substantially the following form and be
26 available from the clerk of the court:

27 “ _____
28 IN THE CIRCUIT COURT
29 FOR THE COUNTY OF
30 _____

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

Tenants are in possession of the dwelling unit, premises or rental property described above or located at:

2.

Landlord is entitled to possession of the property because of:

- 1 _____ 24-hour notice for personal
2 injury, substantial damage, extremely
3 outrageous act or unlawful occupant.
4 ORS 90.396 or 90.403.
- 5 _____ 24-hour or 48-hour notice for
6 violation of a drug or alcohol
7 program. ORS 90.398.
- 8 _____ 24-hour notice for perpetrating
9 domestic violence, sexual assault or
10 stalking. ORS 90.445.
- 11 _____ 72-hour or 144-hour notice for
12 nonpayment of rent. ORS 90.394.
- 13 _____ 7-day notice with stated cause in
14 a week-to-week tenancy. ORS 90.392 (6).
- 15 _____ 10-day notice for a pet violation[,] **or**
16 a repeat violation in a month-to-month
17 tenancy [*or without stated cause in a*
18 *week-to-week tenancy*]. ORS 90.392 (5)[,]
19 **or** 90.405 [*or 90.427 (2)*].
- 20 _____ 20-day notice for a repeat violation.
21 ORS 90.630 (5).
- 22 _____ [*30-day, 60-day or 180-day notice without*
23 *stated cause in a month-to-month*
24 *tenancy. ORS 90.427 (3)(b) or (8)(a)(B)*
25 *or (C) or 90.429.*]
- 26 _____ 30-day notice with stated cause.
27 ORS 90.392, 90.630 or 90.632.
- 28 _____ 60-day notice with stated cause.
29 ORS 90.632.
- 30 _____ 90-day notice with stated cause.

1 [ORS 90.427 (5) or (7)] **Section 5 of this 2021 Act.**

2 _____ Notice to bona fide tenants after
3 foreclosure sale or termination of
4 fixed term tenancy after foreclosure
5 sale. ORS 86.782 (6)(c).

6 _____ Other notice _____

7 _____ No notice (explain) _____

8

9 **A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED**

10

11 **3.**

12 If the landlord uses an attorney, the case goes to trial and the landlord
13 wins in court, the landlord can collect attorney fees from the defendant
14 pursuant to ORS 90.255 and 105.137 (3).

15 Landlord requests judgment for possession of the premises, court costs,
16 disbursements and attorney fees.

17 I certify that the allegations and factual assertions in this complaint are
18 true to the best of my knowledge.

19

20 _____

21 Signature of landlord or agent.

22 “ _____

23 “(2) The complaint must be signed by the plaintiff, or an attorney repre-
24 senting the plaintiff as provided by ORCP 17, or verified by an agent or
25 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

26 “(3) A copy of the notice relied upon, if any, must be attached to the
27 complaint.

28 **“SECTION 26.** Section 7, chapter 3, Oregon Laws 2020 (third special
29 session), is amended to read:

30 **“Sec. 7.** (1) The emergency period and the end of the grace period under

1 this section and section 3, chapter 13, Oregon Laws 2020 (first special ses-
2 sion), are extended until June 30, 2021, if:

3 “(a) A landlord does not deliver to the tenant in writing a copy of both
4 the notice and declaration form under subsection (2) of this section along
5 with:

6 “(A) Any notice given under section 3 [(5)(c)] (4)(c), chapter 13, Oregon
7 Laws 2020 (first special session);

8 “(B) Every termination notice for nonpayment delivered before June 30,
9 2021; and

10 “(C) Any summons for eviction based on a termination notice for non-
11 payment delivered before June 30, 2021; or

12 “(b) The tenant has, at any time, signed a copy of the declaration under
13 subsection (3)(b) of this section, including any translation under subsection
14 (4) of this section, and has delivered the declaration to the landlord in
15 writing or by any other method reasonably calculated to achieve receipt of
16 the declaration by the landlord, including by sending a copy or photograph
17 of the declaration by electronic mail or text message.

18 “(2) After a tenant delivers a copy of the declaration under subsection
19 (1)(b) of this section, the emergency period and end of the grace period are
20 extended and a landlord may not take or attempt to take any action to in-
21 terfere with a tenant’s possession described in section 3 (2), chapter 13,
22 Oregon Laws 2020 (first special session), until June 30, 2021.

23 “(3)(a) The notice that must be delivered by the landlord under subsection
24 (1) of this section must be in substantially the following form:

25 “ _____
26 Notice of Eviction Protection

27
28 THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS TO PRO-
29 TECTION AGAINST EVICTION FOR NONPAYMENT.

30

1 For information in Spanish, Korean, Russian, Vietnamese or Chinese, go
2 to the Judicial Department website at www.courts.oregon.gov.

3

4 Until June 30, 2021, you may be protected from eviction for nonpayment
5 of rent.

6

7 IF YOU ARE UNABLE TO PAY YOUR RENT BECAUSE OF A FI-
8 NANCIAL HARDSHIP THAT OCCURRED ON OR AFTER MARCH 16, 2020,
9 GIVE THE ATTACHED FORM TO YOUR LANDLORD TO QUALIFY FOR
10 PROTECTION.

11

12 To be protected, you must provide your landlord with a signed declara-
13 tion, stating that you have experienced financial hardship because of one or
14 more of these conditions on or after March 16, 2020:

- 15 • Loss of household income;
- 16 • Increased medical expenses;
- 17 • Loss of work or wages;
- 18 • Increased child care responsibilities or responsibilities to care for a
19 person with a disability or a person who is elderly, injured or sick;
- 20 • Increased costs for child care or caring for a person with a disability
21 or a person who is elderly, injured or sick; or
- 22 • Other circumstances that have reduced income or increased expenses.

23

24 ONCE YOU HAVE PROVIDED THIS FORM TO YOUR LANDLORD, THE
25 LANDLORD CANNOT FILE, THREATEN TO FILE OR COMPLETE AN
26 EVICTION AGAINST YOU FOR NONPAYMENT UNTIL JULY 1, 2021.

27

28 The declaration form is attached to this notice. The form can also be found
29 translated into multiple other languages at www.courts.oregon.gov. You may
30 give this form to your landlord in person, by first class mail or, if available,

1 by sending a copy or photograph of this form by e-mail or text message.
2 Tenants are advised to keep a copy of the form and a record of providing it
3 to the landlord.

4

5 Please note:

6 • You still owe rent, as required by your rental agreement. Any unpaid
7 rent must be paid by July 1, 2021. You may qualify for help paying your rent.

8 See this notice for resources.

9 • Your landlord cannot charge late fees for any portion of unpaid rent
10 from April 1, 2020, through June 30, 2021.

11 • If you are unable to pay your rent, give the attached declaration form
12 to your landlord as soon as possible. You can submit this form to your
13 landlord at any time. You do not have to wait until you have a nonpayment
14 notice. If you have experienced financial hardship, fill out and submit the
15 form immediately.

16 • You can still be evicted for violations of the rental agreement, other
17 than nonpayment of rent.

18 • *[You cannot be evicted without cause before July 1, 2021, except for cir-*
19 *cumstances under ORS 90.427 (5)]* **You can still be evicted under section**
20 **5 of this 2021 Act for reasons** involving the demolition or conversion of the
21 dwelling unit, major repairs or renovations when the dwelling unit is or will
22 be unsafe to occupy or the occupancy of your dwelling unit by your landlord,
23 the landlord's family member or someone who purchases the dwelling unit.

24

25 TENANT RESOURCES

26

27 For help paying your rent and for referrals to other support services such
28 as food stamps, health benefits, unemployment insurance and other public
29 benefits, dial 211 or go to www.211.org. To find free legal assistance for
30 low-income Oregonians, go to www.oregonlawhelp.org.

1 “ _____
2 (b) The declaration that must be delivered by the landlord and may be
3 completed by a tenant under subsection (1)(b) of this section must be in
4 substantially the following form:

5 “ _____
6 DECLARATION OF FINANCIAL HARDSHIP FOR EVICTION PRO-
7 TECTION

8
9 This form may be given to the landlord in person, by first class mail or, if
10 available, by sending a copy or photograph by e-mail or text message.

11
12 I, _____ (tenant’s name), am a tenant at _____ (tenant’s ad-
13 dress). I am unable to pay my obligations under the rental agreement be-
14 cause of one or more of the reasons below that have impacted me since
15 March 16, 2020:

- 16 • Loss of household income;
- 17 • Increased medical expenses;
- 18 • Loss of work or wages;
- 19 • Increased child care responsibilities or responsibilities to care for a
20 person with a disability or a person who is elderly, injured or sick;
- 21 • Increased costs for child care or caring for a person with a disability
22 or a person who is elderly, injured or sick; or
- 23 • Other circumstances that have reduced my income or increased my ex-
24 penses.

25
26 Any public assistance, including unemployment insurance, pandemic unem-
27 ployment assistance and other public assistance that I have received on or
28 after March 16, 2020, does not fully make up for my loss of income or in-
29 creased expenses. I understand that I still owe my rent, which must be paid
30 by July 1, 2021. I understand that I must comply with other obligations that

1 I may have under my rental agreement.

2

3 I hereby declare that the above statement is true to the best of my knowledge
4 and belief, and that I understand it may be used as evidence in court and is
5 subject to penalty for perjury.

6

7 _____

8 (Tenant's signature)

9 _____

10 (Date)

11 “ _____

12 “(4)(a) The Judicial Department shall translate the notice and declaration
13 form under subsection (3) of this section into the Spanish, Korean, Russian,
14 Vietnamese and Chinese languages and shall display the English and trans-
15 lated forms prominently from the main webpage at www.courts.oregon.gov.

16 “(b) Each form on the Judicial Department website must include a state-
17 ment in English, Spanish, Korean, Russian, Vietnamese and Chinese indi-
18 cating that the form and translations can be found on the Judicial
19 Department website and include the web address where the forms may be
20 found.

21 “(5) A landlord who files a complaint for possession under ORS 105.105
22 to 105.168 based on a notice for nonpayment under ORS 90.392, 90.394 or
23 90.630 shall file with the complaint a declaration under penalty of perjury
24 stating that the landlord has complied with subsection (1)(a) of this section
25 and that the landlord is not aware of any declaration signed or delivered by
26 the tenant under subsection (1)(b) of this section.

27 “(6) The court shall enter a judgment dismissing a complaint for pos-
28 session filed under ORS 105.105 to 105.168 before the end of the grace period
29 based solely on a nonpayment balance if the court determines that:

30 “(a) The landlord failed to give the notice and form as required by sub-

1 section (1)(a) of this section; or

2 “(b) At any time during or prior to the first appearance, the tenant has
3 signed and delivered to the landlord a copy of the declaration described in
4 subsection (3)(b) of this section.

5 “(7) A landlord may not:

6 “(a) Challenge the accuracy of a tenant’s declaration under this section
7 in a proceeding under ORS 105.105 to 105.168;

8 “(b) Require additional information from a tenant in the declaration un-
9 der subsection (3)(b) of this section;

10 “(c) Require the delivery of more than one declaration under subsection
11 (1)(b) of this section per household or tenancy;

12 “(d) Prohibit the tenant from submitting the declaration in a language
13 other than English if the tenant uses a form available under subsection (4)
14 of this section; or

15 “(e) Prohibit the tenant from delivering the declaration under subsection
16 (1)(b) of this section in any manner, format or means available to the tenant,
17 including by sending a copy or photograph of this form by electronic mail
18 or text message.

19 “(8)(a) If a landlord violates this section or section 3, chapter 13, Oregon
20 Laws 2020 (first special session):

21 “(A) A tenant may obtain injunctive relief to recover possession or ad-
22 dress any other violation and may recover from the landlord an amount
23 equal to three months’ periodic rent plus any actual damages; and

24 “(B) The tenant has a defense to an action for possession by the landlord.

25 “(b) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful de-
26 fense under paragraph (a) of this subsection to an action for possession, the
27 tenant is not entitled to prevailing party fees, attorney fees or costs and
28 disbursements if the landlord:

29 “(A) Had delivered to the tenant the notice and form described in sub-
30 section (3) of this section as required and did not know, and did not have

1 reasonable cause to know, at the time of commencing the action that the
2 tenant had submitted a completed form; and

3 “(B) Promptly dismissed the action upon becoming aware of the completed
4 form.

5 **“SECTION 27.** Section 3, chapter 13, Oregon Laws 2020 (first special
6 session), as amended by section 8, chapter 3, Oregon Laws 2020 (third special
7 session), is amended to read:

8 **“Sec. 3.** (1) As used in this section and in section 7 [*of this 2020 third*
9 *special session Act*], **chapter 3, Oregon Laws 2020 (third special session):**

10 “(a) ‘Emergency period’ means the period beginning on April 1, 2020, and
11 ending on December 31, 2020, except as the period may be extended through
12 June 30, 2021, under section 7 (1) [*of this 2020 third special session Act*],
13 **chapter 3, Oregon Laws 2020 (third special session).**

14 “(b) ‘End of the grace period’ means March 31, 2021, unless the period is
15 extended through June 30, 2021, under section 7 (1) [*of this 2020 third special*
16 *session Act*], **chapter 3, Oregon Laws 2020 (third special session).**

17 “(c) ‘Nonpayment’ means the nonpayment of a payment that becomes due
18 during the emergency period to a landlord, including a payment of rent, late
19 charges, utility or service charges or any other charge or fee as described
20 in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560
21 to 90.584 or 90.630.

22 “(d) ‘Nonpayment balance’ includes all or a part of the net total amount
23 of all items of nonpayment by a tenant during the emergency period.

24 “[*(e) ‘Termination notice without cause’ means a notice delivered by a*
25 *landlord under ORS 90.427 (3)(b), (4)(b) or (c), or (8)(a)(B) or (b)(B).*]

26 “(2) Before the end of the grace period, notwithstanding this chapter or
27 ORS 105.105 to 105.168, a landlord may not, and may not threaten to:

28 “(a) Deliver a notice of termination of a rental agreement based on a
29 tenant’s nonpayment balance;

30 “(b) Initiate or continue an action under ORS 105.110 to take possession

1 of a dwelling unit based on a notice of termination for nonpayment delivered
2 during the emergency period;

3 “(c) Take any action that would interfere with a tenant’s possession or
4 use of a dwelling unit based on a tenant’s nonpayment balance;

5 “(d) Assess a late fee or any other penalty on a tenant’s nonpayment;

6 “(e) Report a tenant’s nonpayment balance as delinquent to any consumer
7 credit reporting agency; or

8 “(f) File an action to recover the nonpayment balance.

9 “(3) Notwithstanding ORS 90.220 (9), before applying payments received
10 from a tenant or on behalf of a tenant to a tenant’s nonpayment balance, a
11 landlord shall first apply the payments, in the following order, to:

12 “(a) Rent for the current rental period;

13 “(b) Utility or service charges;

14 “(c) Late rent payment charges; and

15 “(d) Fees or charges owed by the tenant under ORS 90.302 or other fees
16 or charges related to damage claims or other claims against the tenant.

17 “[4)(a) *Before June 30, 2021, a landlord may not deliver a termination no-*
18 *tice without cause and may not file an action under ORS 105.110 based on a*
19 *termination notice without cause.*]

20 “[b) *If the first year of occupancy would end after April 1, 2020, and before*
21 *August 31, 2021, for the purposes of a termination notice without cause, the*
22 *‘first year of occupancy’ is extended to mean a period lasting until August 31,*
23 *2021.*]

24 “[5)(a)] **(4)(a)** A landlord may deliver a written notice to a tenant before
25 the end of the grace period stating that the tenant continues to owe any rent
26 due.

27 “(b) If the emergency period is extended under section 7 (1) [*of this 2020*
28 *third special session Act*], **chapter 3, Oregon Laws 2020 (third special**
29 **session)**, the notice must also include a statement that eviction for nonpay-
30 ment of rent, charges and fees accrued from April 1, 2020, to June 30, 2021,

1 is not allowed before June 30, 2021.

2 “(c) If the emergency period is not extended under section 7 (1) [*of this*
3 *2020 third special session Act*], **chapter 3, Oregon Laws 2020 (third special**
4 **session)**, the notice must also include:

5 “(A) A statement that eviction for nonpayment of rent, charges and fees
6 accrued from April 1, 2020, to December 31, 2020, is not allowed before March
7 31, 2021; and

8 “(B) A copy of both the notice and declaration form described in section
9 7 (3) [*of this 2020 third special session Act*], **chapter 3, Oregon Laws 2020**
10 **(third special session Act)**.

11 “(d) The notice may also include information regarding tenant resources
12 and may offer a voluntary payment plan for the nonpayment balance. If the
13 notice offers a voluntary payment plan, the notice must state that the pay-
14 ment plan is voluntary. The notice may include a request that the tenant
15 contact the landlord to discuss the voluntary payment plan.

16 “[~~(6)(a)~~] **(5)(a)** If a tenancy terminates before the end of the grace period,
17 a landlord may claim from the security deposit or last month’s rent deposit
18 to repay the unpaid rent balance that accrued during the emergency period
19 under ORS 90.300 (7) or (9).

20 “(b) Prior to the end of the grace period, a tenant with an unpaid rent
21 balance that accrued during the emergency period is not considered to be in
22 default in rent under ORS 90.385 (4)(c) or 90.390 (2).

23 “(c) A landlord’s acceptance of a partial payment of rent before the end
24 of the grace period does not constitute a waiver of a landlord’s right to ter-
25 minate the tenancy for:

26 “(A) A violation of the rental agreement, notwithstanding ORS 90.412 (2);
27 or

28 “(B) Nonpayment of the rent balance owed under ORS 90.394 after the end
29 of the grace period, notwithstanding ORS 90.417 (4).”.

30