

Requested by Representative MARSH

**PROPOSED AMENDMENTS TO
HOUSE BILL 3219**

1 On page 1 of the printed bill, line 2, after “parks;” insert “creating new
2 provisions; amending ORS 90.100, 90.510, 90.555, 90.634, 446.003 and
3 446.007;”.

4 Delete lines 5 through 28 and insert:

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

10 **“(2) Notwithstanding ORS 215.130 (5) to (11) or any land use regu-**
11 **lation, statewide land use planning goal or Land Conservation and**
12 **Development Commission rule, a local government:**

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

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

17 **“(B) That is in an area rezoned under paragraph (b) of this sub-**
18 **section.**

19 **“(b) May, by approval of the governing body, approve a zoning**
20 **change for an area within an urban growth boundary near the de-**
21 **stroyed park to permit the development of a manufactured dwelling**

1 park where the destruction of manufactured dwellings from the na-
2 tural disaster has contributed to a shortage in housing.

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

7 “(4) In reviewing an application under this section, a local govern-
8 ment may not require that an applicant prove that the destroyed park
9 was lawful under the existing land use regulations at any time, in-
10 cluding when the building, structure or use was established, at the
11 time of interruption or destruction or at the time of the application.

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

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

15 **“SECTION 5. Sections 2 and 4 of this 2021 Act apply to manufac-**
16 **ured dwelling parks destroyed by natural disasters occurring on or**
17 **after September 1, 2020.**

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

19 “446.003. As used in ORS 446.003 to 446.200 and 446.225 to 446.285, and for
20 the purposes of ORS chapters 195, 196, 197, 215 and 227, the following defi-
21 nitions apply, unless the context requires otherwise, or unless administration
22 and enforcement by the State of Oregon under the existing or revised Na-
23 tional Manufactured Housing Construction and Safety Standards Act would
24 be adversely affected, and except as provided in ORS 446.007 or 446.265:

25 “(1) ‘Accessory building or structure’ means any portable, demountable
26 or permanent structure established for use of the occupant of the manufac-
27 tured dwelling and as further defined by rule by the Director of the Depart-
28 ment of Consumer and Business Services.

29 “(2)(a) ‘Alteration’ means any change, addition, repair, conversion, re-
30 placement, modification or removal of any equipment or installation that

1 may affect the operation, construction or occupancy of a manufactured
2 dwelling.

3 “(b) ‘Alteration’ does not include:

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

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

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

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

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

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

12 “(5) ‘Cabana’ means a stationary, lightweight structure that may be pre-
13 fabricated, or demountable, with two or more walls, used adjacent to and in
14 conjunction with a manufactured dwelling to provide additional living space.

15 “(6) ‘Certification’ means an evaluation process by which the department
16 verifies a manufacturer’s ability to produce manufactured dwellings to the
17 department rules and to the department approved quality control manual.

18 “(7) ‘Dealer’ means any person engaged in the business of selling, leasing
19 or distributing manufactured dwellings or equipment, or both, primarily to
20 persons who in good faith purchase or lease manufactured dwellings or
21 equipment, or both, for purposes other than resale.

22 “(8) ‘Department’ means the Department of Consumer and Business Ser-
23 vices.

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

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

28 “(11) ‘Equipment’ means materials, appliances, subassembly, devices, fix-
29 tures, fittings and apparatuses used in the construction, plumbing, mechan-
30 ical and electrical systems of a manufactured dwelling.

1 “(12) ‘Federal manufactured housing construction and safety standard’
2 means a standard for construction, design and performance of a manufac-
3 tured dwelling promulgated by the Secretary of Housing and Urban Devel-
4 opment pursuant to the federal National Manufactured Housing
5 Construction and Safety Standards Act of 1974 (Public Law 93-383).

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

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

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

11 “(16) ‘Inspecting authority’ or ‘inspector’ means the Director of the De-
12 partment of Consumer and Business Services or representatives as appointed
13 or authorized to administer and enforce provisions of ORS 446.111, 446.160,
14 446.176, 446.225 to 446.285, 446.310 to 446.350, 446.990 and this section.

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

16 “(a) Construction means the arrangements and methods of construction,
17 fire and life safety, electrical, plumbing and mechanical equipment and sys-
18 tems within a manufactured dwelling.

19 “(b) Siting means the manufactured dwelling and cabana foundation sup-
20 port and tiedown, the structural, fire and life safety, electrical, plumbing and
21 mechanical equipment and material connections and the installation of
22 skirting and temporary steps.

23 “(18) ‘Installer’ means any individual licensed by the director to install,
24 set up, connect, hook up, block, tie down, secure, support, install temporary
25 steps for, install skirting for or make electrical, plumbing or mechanical
26 connections to manufactured dwellings or cabanas or who provides consul-
27 tation or supervision for any of these activities, except architects registered
28 under ORS 671.010 to 671.220 or engineers registered under ORS 672.002 to
29 672.325.

30 “(19) ‘Listed’ means equipment or materials included in a list, published

1 by an organization concerned with product evaluation acceptable to the de-
2 partment that maintains periodic inspection of production of listed equip-
3 ment or materials, and whose listing states either that the equipment or
4 materials meets appropriate standards or has been tested and found suitable
5 in a specified manner.

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

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

11 “(b) ‘Manufactured dwelling’ does not include any building or structure
12 constructed to conform to the State of Oregon Structural Specialty Code, the
13 Low-Rise Residential Dwelling Code adopted pursuant to ORS [455.100 to
14 455.450 and 455.610 to 455.630] **455.020 or 455.610** or the Small Home Specialty
15 Code adopted under section 2, chapter 401, Oregon Laws 2019.

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

24 “(b) ‘Manufactured dwelling park’ does not include a lot or lots located
25 within a subdivision being rented or leased for occupancy by no more than
26 one manufactured dwelling per lot if the subdivision was approved by the
27 local government unit having jurisdiction under an ordinance adopted pur-
28 suant to ORS 92.010 to 92.192.

29 “(23)(a) ‘Manufactured home,’ except as provided in paragraph (b) of this
30 subsection, means a structure constructed for movement on the public high-

1 ways that has sleeping, cooking and plumbing facilities, that is intended for
2 human occupancy, that is being used for residential purposes and that was
3 constructed in accordance with federal manufactured housing construction
4 and safety standards and regulations in effect at the time of construction.

5 “(b) For purposes of implementing any contract pertaining to manufac-
6 tured homes between the department and the federal government, ‘manufac-
7 tured home’ has the meaning given the term in the contract.

8 “(24) ‘Manufacturer’ means any person engaged in manufacturing, build-
9 ing, rebuilding, altering, converting or assembling manufactured dwellings
10 or equipment.

11 “(25) ‘Manufacturing’ means the building, rebuilding, altering or con-
12 verting of manufactured dwellings that bear or are required to bear an
13 Oregon insignia of compliance.

14 “(26) ‘Minimum safety standards’ means the plumbing, mechanical, elec-
15 trical, thermal, fire and life safety, structural and transportation standards
16 prescribed by rules adopted by the director.

17 “(27) ‘Mobile home’ means a structure constructed for movement on the
18 public highways that has sleeping, cooking and plumbing facilities, that is
19 intended for human occupancy, that is being used for residential purposes
20 and that was constructed between January 1, 1962, and June 15, 1976, and
21 met the construction requirements of Oregon mobile home law in effect at
22 the time of construction.

23 “(28) ‘Mobile home park’:

24 “(a) Means any place where four or more manufactured dwellings, recre-
25 ational vehicles as defined in ORS 174.101, or a combination thereof, are lo-
26 cated within 500 feet of one another on a lot, tract or parcel of land under
27 the same ownership, the primary purpose of which is to rent space or keep
28 space for rent to any person for a charge or fee paid or to be paid for the
29 rental or use of facilities or to offer space free in connection with securing
30 the trade or patronage of such person.

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

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

7 “(30) ‘Residential trailer’ means a structure constructed for movement on
8 the public highways that has sleeping, cooking and plumbing facilities, that
9 is intended for human occupancy, that is being used for residential purposes
10 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
13 space below a manufactured dwelling.

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

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

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

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

22 “446.003. As used in ORS 446.003 to 446.200 and 446.225 to 446.285, and for
23 the purposes of ORS chapters 195, 196, 197, 215 and 227, the following defi-
24 nitions apply, unless the context requires otherwise, or unless administration
25 and enforcement by the State of Oregon under the existing or revised Na-
26 tional Manufactured Housing Construction and Safety Standards Act would
27 be adversely affected, and except as provided in ORS 446.007 or 446.265:

28 “(1) ‘Accessory building or structure’ means any portable, demountable
29 or permanent structure established for use of the occupant of the manufac-
30 tured dwelling and as further defined by rule by the Director of the Depart-

1 ment of Consumer and Business Services.

2 “(2)(a) ‘Alteration’ means any change, addition, repair, conversion, re-
3 placement, modification or removal of any equipment or installation that
4 may affect the operation, construction or occupancy of a manufactured
5 dwelling.

6 “(b) ‘Alteration’ does not include:

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

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

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

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

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

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

15 “(5) ‘Cabana’ means a stationary, lightweight structure that may be pre-
16 fabricated, or demountable, with two or more walls, used adjacent to and in
17 conjunction with a manufactured dwelling to provide additional living space.

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

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

25 “(8) ‘Department’ means the Department of Consumer and Business Ser-
26 vices.

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

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

1 “(11) ‘Equipment’ means materials, appliances, subassembly, devices, fix-
2 tures, fittings and apparatuses used in the construction, plumbing, mechan-
3 ical and electrical systems of a manufactured dwelling.

4 “(12) ‘Federal manufactured housing construction and safety standard’
5 means a standard for construction, design and performance of a manufac-
6 tured dwelling promulgated by the Secretary of Housing and Urban Devel-
7 opment pursuant to the federal National Manufactured Housing
8 Construction and Safety Standards Act of 1974 (Public Law 93-383).

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

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

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

14 “(16) ‘Inspecting authority’ or ‘inspector’ means the Director of the De-
15 partment of Consumer and Business Services or representatives as appointed
16 or authorized to administer and enforce provisions of ORS 446.111, 446.160,
17 446.176, 446.225 to 446.285, 446.310 to 446.350, 446.990 and this section.

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

19 “(a) Construction means the arrangements and methods of construction,
20 fire and life safety, electrical, plumbing and mechanical equipment and sys-
21 tems within a manufactured dwelling.

22 “(b) Siting means the manufactured dwelling and cabana foundation sup-
23 port and tiedown, the structural, fire and life safety, electrical, plumbing and
24 mechanical equipment and material connections and the installation of
25 skirting and temporary steps.

26 “(18) ‘Installer’ means any individual licensed by the director to install,
27 set up, connect, hook up, block, tie down, secure, support, install temporary
28 steps for, install skirting for or make electrical, plumbing or mechanical
29 connections to manufactured dwellings or cabanas or who provides consul-
30 tation or supervision for any of these activities, except architects registered

1 under ORS 671.010 to 671.220 or engineers registered under ORS 672.002 to
2 672.325.

3 “(19) ‘Listed’ means equipment or materials included in a list, published
4 by an organization concerned with product evaluation acceptable to the de-
5 partment that maintains periodic inspection of production of listed equip-
6 ment or materials, and whose listing states either that the equipment or
7 materials meets appropriate standards or has been tested and found suitable
8 in a specified manner.

9 “(20) ‘Lot’ means any space, area or tract of land, or portion of a manu-
10 factured dwelling park, mobile home park or recreation park that is desig-
11 nated or used for occupancy by one manufactured dwelling.

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

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

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

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

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

7 “(b) For purposes of implementing any contract pertaining to manufac-
8 tured homes between the department and the federal government, ‘manufac-
9 tured home’ has the meaning given the term in the contract.

10 “(24) ‘Manufacturer’ means any person engaged in manufacturing, build-
11 ing, rebuilding, altering, converting or assembling manufactured dwellings
12 or equipment.

13 “(25) ‘Manufacturing’ means the building, rebuilding, altering or con-
14 verting of manufactured dwellings that bear or are required to bear an
15 Oregon insignia of compliance.

16 “(26) ‘Minimum safety standards’ means the plumbing, mechanical, elec-
17 trical, thermal, fire and life safety, structural and transportation standards
18 prescribed by rules adopted by the director.

19 “(27) ‘Mobile home’ means a structure constructed for movement on the
20 public highways that has sleeping, cooking and plumbing facilities, that is
21 intended for human occupancy, that is being used for residential purposes
22 and that was constructed between January 1, 1962, and June 15, 1976, and
23 met the construction requirements of Oregon mobile home law in effect at
24 the time of construction.

25 “(28) ‘Mobile home park’:

26 “(a) Means any place where four or more manufactured dwellings, recre-
27 ational vehicles as defined in ORS 174.101, or a combination thereof, are lo-
28 cated within 500 feet of one another on a lot, tract or parcel of land under
29 the same ownership, the primary purpose of which is to rent space or keep
30 space for rent to any person for a charge or fee paid or to be paid for the

1 rental or use of facilities or to offer space free in connection with securing
2 the trade or patronage of such person.

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

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

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

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

14 “(32) ‘Skirting’ means a weather resistant material used to enclose the
15 space below a manufactured dwelling.

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

18 “(34) ‘Transitional housing accommodations’ means accommodations de-
19 scribed under ORS 446.265.

20 “(35) ‘Utilities’ means the water, sewer, gas or electric services provided
21 on a lot for a manufactured dwelling.

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

23 “446.007. Notwithstanding ORS 446.003, as used in ORS chapters 195, 196,
24 197, 215 and 227, the following definitions apply, unless the context requires
25 otherwise:

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

30 “(2) ‘Lot’ means any space, area or tract of land, or portion of a manu-

1 factured dwelling park, mobile home park or recreation park that is desig-
2 nated or used for occupancy by one manufactured structure.

3 “[~~3~~] *‘Manufactured dwelling’*:]

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

5 “[~~(b)~~ *Does not include any building or structure constructed to conform to*
6 *the State of Oregon Structural Specialty Code or the Low-Rise Residential*
7 *Dwelling Code adopted pursuant to ORS 455.100 to 455.450 and 455.610 to*
8 *455.630 or any unit identified as a recreational vehicle by the manufacturer.*]

9 “[~~4~~] **(3)** *‘Manufactured structure’*:

10 “(a) Means a recreational vehicle, manufactured dwelling or recreational
11 structure.

12 “(b) Does not include any building or structure regulated under the State
13 of Oregon Structural Specialty Code or the Low-Rise Residential Dwelling
14 Code.

15 “[~~5~~] **(4)** *‘Manufacturer’* means any person engaged in manufacturing,
16 building, rebuilding, altering, converting or assembling manufactured struc-
17 tures or equipment.

18 “[~~6~~] **(5)** *‘Manufacturing’* means the building, rebuilding, altering or
19 converting of manufactured structures that bear or are required to bear an
20 Oregon insignia of compliance.

21 “[~~7~~] **(6)** *‘Mobile home park’*:

22 “(a) Means any place where four or more manufactured structures are
23 located within 500 feet of one another on a lot, tract or parcel of land under
24 the same ownership, the primary purpose of which is to rent space or keep
25 space for rent to any person for a charge or fee paid or to be paid for the
26 rental or use of facilities or to offer space free in connection with securing
27 the trade or patronage of such person.

28 “(b) Does not include a lot or lots located within a subdivision being
29 rented or leased for occupancy by no more than one manufactured dwelling
30 per lot if the subdivision was approved by the municipality unit having ju-

1 jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

2 “[8] (7) ‘Recreational structure’ means a campground structure with or
3 without plumbing, heating or cooking facilities intended to be used by any
4 particular occupant on a limited-time basis for recreational, seasonal, emer-
5 gency or transitional housing purposes and may include yurts, cabins, fabric
6 structures or similar structures as further defined, by rule, by the director.

7 “[9] (8) ‘Recreational vehicle’ has the meaning given that term in ORS
8 174.101.

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

11 **“SECTION 10. If a manufactured dwelling park is affected by a na-
12 tural disaster, as defined in section 2 of this 2021 Act, unless the par-
13 ties agree otherwise following the natural disaster:**

14 **“(1) For a manufactured dwelling that is destroyed, the tenancy is
15 immediately terminated and the parties are not further obligated un-
16 der the rental agreement or this chapter, except that:**

17 **“(a) The landlord shall, pursuant to ORS 90.300, return to the ten-
18 ant any deposit and prepaid rent, including prorated rent from the
19 date of the disaster.**

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

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

28 **“(2) For a manufactured dwelling that is not destroyed, but either
29 the park or the dwelling is significantly damaged, the tenant may,
30 within 30 days after the date that the dwelling unit is accessible after**

1 the disaster, provide written notice to the landlord that the tenant is
2 terminating the tenancy as of the date of the natural disaster and is
3 abandoning the manufactured dwelling under subsection (1) of this
4 section.

5 “(3) If the manufactured dwelling is not destroyed as described in
6 subsection (1) of this section and the tenant does not provide a notice
7 under subsection (2) of this section, the tenant shall continue to pay
8 rent from the date the dwelling unit becomes accessible following the
9 disaster, prorated to reflect any loss of value from damages to the
10 park or the space.

11 “(4) A tenant does not owe rent while the dwelling unit is inacces-
12 sible due to the natural disaster or the destruction of the dwelling
13 unit.

14 “(5) As used in this section, a dwelling unit is not considered ac-
15 cessible while a governmental agency has posted the dwelling unit as
16 unsafe or unlawful to occupy, even if a tenant may begin repairs.

17 **“SECTION 11. (1) A landlord may require a tenant in a manufac-**
18 **tured dwelling park to obtain and maintain renter’s liability insurance**
19 **only if:**

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

22 “(b) The landlord obtains and maintains comparable liability insur-
23 ance.

24 “(c) Documentation, including a certificate of coverage, that shows
25 the landlord’s insurance coverage is posted in a common area or de-
26 livered or made available to any tenant by request, orally or in writ-
27 ing.

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

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

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

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

6 **“(A) Cancellation or nonrenewal of the policy;**

7 **“(B) Reduction of policy coverage; or**

8 **“(C) Removal of the landlord as an interested party.**

9 **“(c) Provide documentation on a periodic basis related to the cov-**
10 **erage period of the renter’s liability insurance policy.**

11 **“(3) A landlord may not:**

12 **“(a) Require that a tenant obtain renter’s liability insurance from**
13 **a particular insurer;**

14 **“(b) Require that a tenant name the landlord as an additional in-**
15 **sured or as having any special status on the tenant’s renter’s liability**
16 **insurance policy other than as an interested party for the purposes**
17 **described in subsection (2)(b) of this section;**

18 **“(c) Require that a tenant waive the insurer’s subrogation rights;**
19 **or**

20 **“(d) Make a claim against the tenant’s renter’s liability insurance**
21 **unless:**

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

25 **“(B) The claim is greater than any security deposit of the tenant;**
26 **and**

27 **“(C) The landlord provides a copy of the claim to the tenant**
28 **contemporaneous with filing 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:**

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

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

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

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

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

17 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
18 mental regulation concerning fitness for habitation, or the construction,
19 maintenance, operation, occupancy, use or appearance of any premises or
20 dwelling unit.

21 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
22 105.836.

23 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
24 105.836.

25 “(7) ‘Conduct’ means the commission of an act or the failure to act.

26 “(8) ‘DBH’ means the diameter at breast height, which is measured as the
27 width of a standing tree at four and one-half feet above the ground on the
28 uphill side.

29 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-
30 tributing new or used manufactured dwellings or floating homes to persons

1 who purchase or lease a manufactured dwelling or floating home for use as
2 a residence.

3 “(10) ‘Domestic violence’ means:

4 “(a) Abuse between family or household members, as those terms are de-
5 fined in ORS 107.705; or

6 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
7 lationship.

8 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
9 ORS 90.243.

10 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
11 used as a home, residence or sleeping place by one person who maintains a
12 household or by two or more persons who maintain a common household.
13 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
14 dwelling or recreational vehicle or regarding a person who rents moorage
15 space for a floating home as defined in ORS 830.700, but does not rent the
16 home, means the space rented and not the manufactured dwelling, recre-
17 ational vehicle or floating home itself.

18 “(13) ‘Essential service’ means:

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

22 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light
23 fixtures, locks for exterior doors, latches for windows and any cooking ap-
24 pliance or refrigerator supplied or required to be supplied by the landlord;
25 and

26 “(B) Any other service or habitability obligation imposed by the rental
27 agreement or ORS 90.320, the lack or violation of which creates a serious
28 threat to the tenant’s health, safety or property or makes the dwelling unit
29 unfit for occupancy.

30 “(b) For a tenancy consisting of rental space for a manufactured dwelling,

1 floating home or recreational vehicle owned by the tenant or that is other-
2 wise subject to ORS 90.505 to 90.850:

3 “(A) Sewage disposal, water supply, electrical supply and, if required by
4 applicable law, any drainage system; and

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

9 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

10 “(15) ‘Fee’ means a nonrefundable payment of money.

11 “(16) ‘First class mail’ does not include certified or registered mail, or any
12 other form of mail that may delay or hinder actual delivery of mail to the
13 recipient.

14 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of ex-
15 istence, continuing to a specific ending date and terminating on that date
16 without requiring further notice to effect the termination.

17 “(18) ‘Floating home’ has the meaning given that term in ORS 830.700.
18 ‘Floating home’ includes an accessory building or structure.

19 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction
20 concerned.

21 “(20) ‘Hazard tree’ means a tree that:

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

23 “(b) Measures at least eight inches DBH; and

24 “(c) Is considered, by an arborist licensed as a landscape construction
25 professional pursuant to ORS 671.560 and certified by the International So-
26 ciety of Arboriculture, to pose an unreasonable risk of causing serious
27 physical harm or damage to individuals or property in the near future.

28 “(21) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.

29 “(22) ‘Informal dispute resolution’ includes voluntary consultation be-
30 tween the landlord or landlord’s agent and one or more tenants or voluntary

1 mediation utilizing the services of a third party, but does not include man-
2 datory mediation or arbitration.

3 “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit
4 or the building or premises of which it is a part. ‘Landlord’ includes a per-
5 son who is authorized by the owner, lessor or sublessor to manage the
6 premises or to enter into a rental agreement.

7 “(24) ‘Landlord’s agent’ means a person who has oral or written authority,
8 either express or implied, to act for or on behalf of a landlord.

9 “(25) ‘Last month’s rent deposit’ means a type of security deposit, however
10 designated, the primary function of which is to secure the payment of rent
11 for the last month of the tenancy.

12 “(26) ‘Manufactured dwelling’ means a residential trailer, a mobile home
13 or a manufactured home as those terms are defined in ORS 446.003 **or a**
14 **prefabricated structure**. ‘Manufactured dwelling’ includes an accessory
15 building or structure.

16 “(27) ‘Manufactured dwelling park’ means a place where four or more
17 manufactured dwellings are located, the primary purpose of which is to rent
18 space or keep space for rent to any person for a charge or fee.

19 “(28) ‘Marina’ means a moorage of contiguous dwelling units that may
20 be legally transferred as a single unit and are owned by one person where
21 four or more floating homes are secured, the primary purpose of which is to
22 rent space or keep space for rent to any person for a charge or fee.

23 “(29) ‘Marina purchase association’ means a group of three or more ten-
24 ants who reside in a marina and have organized for the purpose of eventual
25 purchase of the marina.

26 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-
27 news and continues for successive monthly periods on the same terms and
28 conditions originally agreed to, or as revised by the parties, until terminated
29 by one or both of the parties.

30 “(31) ‘Organization’ includes a corporation, government, governmental

1 subdivision or agency, business trust, estate, trust, partnership or associ-
2 ation, two or more persons having a joint or common interest, and any other
3 legal or commercial entity.

4 “(32) ‘Owner’ includes a mortgagee in possession and means one or more
5 persons, jointly or severally, in whom is vested:

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

7 “(b) All or part of the beneficial ownership and a right to present use and
8 enjoyment of the premises.

9 “(33) ‘Person’ includes an individual or organization.

10 “(34) **‘Prefabricated structure’ means a structure that is substan-**
11 **tially constructed or assembled using closed construction at an off-site**
12 **location in compliance with the state building code and that is sited**
13 **and occupied by the owner in compliance with local codes.**

14 “[34] (35) ‘Premises’ means:

15 “(a) A dwelling unit and the structure of which it is a part and facilities
16 and appurtenances therein;

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

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

20 “[35] (36) ‘Prepaid rent’ means any payment of money to the landlord for
21 a rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
22 a period extending beyond a termination date.

23 “[36] (37) ‘Recreational vehicle’ has the meaning given that term in ORS
24 174.101.

25 “[37] (38) ‘Rent’ means any payment to be made to the landlord under
26 the rental agreement, periodic or otherwise, in exchange for the right of a
27 tenant and any permitted pet to occupy a dwelling unit to the exclusion of
28 others and to use the premises. ‘Rent’ does not include security deposits, fees
29 or utility or service charges as described in ORS 90.315 (4) and 90.562.

30 “[38] (39) ‘Rental agreement’ means all agreements, written or oral, and

1 valid rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying
2 the terms and conditions concerning the use and occupancy of a dwelling
3 unit and premises. ‘Rental agreement’ includes a lease. A rental agreement
4 is either a week-to-week tenancy, month-to-month tenancy or fixed term
5 tenancy.

6 “[39] (40) ‘Roomer’ means a person occupying a dwelling unit that does
7 not include a toilet and either a bathtub or a shower and a refrigerator,
8 stove and kitchen, all provided by the landlord, and where one or more of
9 these facilities are used in common by occupants in the structure.

10 “[40] (41) ‘Screening or admission criteria’ means a written statement
11 of any factors a landlord considers in deciding whether to accept or reject
12 an applicant and any qualifications required for acceptance. ‘Screening or
13 admission criteria’ includes, but is not limited to, the rental history, char-
14 acter references, public records, criminal records, credit reports, credit ref-
15 erences and incomes or resources of the applicant.

16 “[41] (42) ‘Security deposit’ means a refundable payment or deposit of
17 money, however designated, the primary function of which is to secure the
18 performance of a rental agreement or any part of a rental agreement. ‘Secu-
19 rity deposit’ does not include a fee.

20 “[42] (43) ‘Sexual assault’ has the meaning given that term in ORS
21 147.450.

22 “[43] (44) ‘Squatter’ means a person occupying a dwelling unit who is
23 not so entitled under a rental agreement or who is not authorized by the
24 tenant to occupy that dwelling unit. ‘Squatter’ does not include a tenant who
25 holds over as described in ORS 90.427 (11).

26 “[44] (45) ‘Stalking’ means the behavior described in ORS 163.732.

27 “[45] (46) ‘Statement of policy’ means the summary explanation of in-
28 formation and facility policies to be provided to prospective and existing
29 tenants under ORS 90.510.

30 “[46] (47) ‘Surrender’ means an agreement, express or implied, as de-

1 scribed in ORS 90.148 between a landlord and tenant to terminate a rental
2 agreement that gave the tenant the right to occupy a dwelling unit.

3 “[47] (48) ‘Tenant’:

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

5 “(A) Means a person, including a roomer, entitled under a rental agree-
6 ment to occupy a dwelling unit to the exclusion of others, including a
7 dwelling unit owned, operated or controlled by a public housing authority.

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

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

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

14 “[48] (49) ‘Transient lodging’ means a room or a suite of rooms.

15 “[49] (50) ‘Transient occupancy’ means occupancy in transient lodging
16 that has all of the following characteristics:

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

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

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

22 “[50] (51) ‘Vacation occupancy’ means occupancy in a dwelling unit, not
23 including transient occupancy in a hotel or motel, that has all of the fol-
24 lowing characteristics:

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

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

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

29 “[51] (52) ‘Victim’ means:

30 “(a) The person against whom an incident related to domestic violence,

1 sexual assault or stalking is perpetrated; or

2 “(b) The parent or guardian of a minor household member against whom
3 an incident related to domestic violence, sexual assault or stalking is per-
4 petrated, unless the parent or guardian is the perpetrator.

5 “[~~(52)~~] **(53)** ‘Week-to-week tenancy’ means a tenancy that has all of the
6 following characteristics:

7 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
8 quently than every seven days;

9 “(b) There is a written rental agreement that defines the landlord’s and
10 the tenant’s rights and responsibilities under this chapter; and

11 “(c) There are no fees or security deposits, although the landlord may
12 require the payment of an applicant screening charge, as provided in ORS
13 90.295.

14 **“SECTION 13.** ORS 90.510 is amended to read:

15 “90.510. (1) Every landlord who rents a space for a manufactured dwelling
16 or floating home shall provide a written statement of policy to prospective
17 and existing tenants. The purpose of the statement of policy is to provide
18 disclosure of the landlord’s policies to prospective tenants and to existing
19 tenants who have not previously received a statement of policy. The state-
20 ment of policy is not a part of the rental agreement. The statement of policy
21 shall provide all of the following information in summary form:

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

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

25 “(c) The facility policy regarding rent adjustment and a rent history for
26 the space to be rented. The rent history must, at a minimum, show the rent
27 amounts on January 1 of each of the five preceding calendar years or during
28 the length of the landlord’s ownership, leasing or subleasing of the facility,
29 whichever period is shorter.

30 “(d) The personal property, services and facilities that are provided by the

1 landlord.

2 “(e) The installation charges that are imposed by the landlord and the
3 installation fees that are imposed by government agencies.

4 “(f) The facility policy regarding rental agreement termination including,
5 but not limited to, closure of the facility.

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

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

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

11 “(j) The facility policy regarding methods of billing for utilities and ser-
12 vices as described in ORS 90.560 to 90.584.

13 “(k) If a tenants’ association exists for the facility, a one-page summary
14 about the tenants’ association. The tenants’ association shall provide the
15 summary to the landlord.

16 “(L) Any facility policy regarding the removal of a manufactured dwell-
17 ing, including a statement that removal requirements may impact the market
18 value of a dwelling.

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

21 **“(n) Any requirement to obtain and maintain renter’s liability in-
22 surance under section 11 of this 2021 Act.**

23 “(2) The rental agreement and the facility rules and regulations must be
24 attached as an exhibit to the statement of policy. If the recipient of the
25 statement of policy is a tenant, the rental agreement attached to the state-
26 ment of policy must be a copy of the agreement entered by the landlord and
27 tenant.

28 “(3) The landlord shall give:

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

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

5 “(c) All other existing tenants who have not previously received a copy
6 of the statement of policy a copy of the statement of policy upon the expi-
7 ration of their rental agreements and before the tenants sign new agree-
8 ments.

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

14 “(a) Mutual agreement of the parties;

15 “(b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530,
16 90.566, 90.574, 90.578 (3), 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or
17 90.767 (9); or

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

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

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

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

23 “(c) The rent per month.

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

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

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

29 “(g) Improvements that the tenant may or must make to the rental space,
30 including plant materials and landscaping.

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

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

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

12 “(k) The term of the tenancy.

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

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

16 “(n) That either party may request no-cost mandatory mediation of dis-
17 putes through the Housing and Community Services Department or a dispute
18 resolution program described in ORS 36.155 and the process by which man-
19 datory mediation is initiated and conducted that is consistent with ORS
20 90.767.

21 “(o) **Any requirement to obtain and maintain renter’s liability in-**
22 **surance under section 11 of this 2021 Act.**

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

30 “(a) The rule or regulation:

1 “(A) Promotes the convenience, safety or welfare of the tenants;
2 “(B) Preserves the landlord’s property from abusive use; or
3 “(C) Makes a fair distribution of services and facilities held out for the
4 general use of the tenants.

5 “(b) The rule or regulation:

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

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

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

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

17 “(b) As used in this subsection:

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

19 “(i) The size of the dwelling.

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

21 “(iii) Any discriminatory impact as described in ORS 659A.421 and
22 659A.425.

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

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

28 “(8) Intentional and deliberate failure of the landlord to comply with
29 subsections (1) to (3) of this section is cause for suit or action to remedy the
30 violation or to recover actual damages. The prevailing party is entitled to

1 reasonable attorney fees and court costs.

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

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

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

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

13 “90.555. (1) As used in this section:

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

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

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

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

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

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

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

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

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

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

15 “(3) Notwithstanding ORS 90.100 [(47)] **(48)**, a facility tenant who enters
16 into a subleasing agreement remains the tenant of the facility space and re-
17 tains all rights and obligations under the rental agreement and this chapter.
18 The occupancy by a renter does not constitute abandonment of the dwelling
19 or home by the facility tenant.

20 “(4) The rights and obligations of the renter under a subleasing agreement
21 are in addition to the rights and obligations retained by the facility tenant
22 under subsection (3) of this section and any rights or obligations of the fa-
23 cility tenant and renter under ORS 90.100 to 90.465.

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

27 “(a) Without cause by giving the renter written notice not less than 30
28 days prior to the termination;

29 “(b) If a condition described in ORS 90.380 (5)(b) exists for the facility
30 space, by giving the renter the same notice to which the facility tenant is

1 entitled under ORS 90.380 (5)(b); or

2 “(c) Subject to the right to cure:

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

4 or

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

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

10 “(7)(a) If, during the term of a subleasing agreement, the facility landlord
11 gives notice to the facility tenant of a rental agreement violation, a law or
12 ordinance violation or the facility’s closure, conversion or sale, the landlord
13 shall also promptly give a copy of the notice to the renter. The giving of
14 notice to the renter does not constitute notice to the facility tenant unless
15 the facility tenant has expressly appointed the renter as the facility tenant’s
16 agent for purposes of receiving notice.

17 “(b) If the facility landlord gives notice to the renter that the landlord
18 is terminating the subleasing agreement, the landlord shall also promptly
19 give a copy of the notice to the facility tenant by written notice.

20 “(c) If, during the term of a subleasing agreement, the facility tenant
21 gives notice to the facility landlord of a rental agreement violation, termi-
22 nation of tenancy or sale of the manufactured dwelling or floating home, the
23 facility tenant shall also promptly give a copy of the notice to the renter.

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

27 “(8) Before entering into a sublease agreement, the facility landlord may
28 screen a renter under ORS 90.303, but may not apply to the renter credit and
29 conduct screening criteria that is more restrictive than the landlord applies
30 to applicants for a tenancy of a dwelling or home that is either owned by

1 the landlord or on consignment with the landlord under ORS 90.680.

2 “(9) Notwithstanding subsection (2) of this section, if a facility landlord
3 rents or has a policy of renting manufactured dwellings or floating homes
4 that are listed for sale by the facility landlord, the facility landlord may not
5 prohibit the facility tenant from entering into a subleasing agreement while
6 the facility tenant actively markets for sale the facility tenant’s manufac-
7 tured dwelling or floating home.

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

9 “90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwell-
10 ing unit rent against a manufactured dwelling or floating home located in
11 a facility. Notwithstanding ORS 90.100 [(47)] **(48)** and 90.675 and regardless
12 of whether the owner of a manufactured dwelling or floating home occupies
13 the dwelling or home as a residence, a facility landlord that is entitled to
14 unpaid rent and receives possession of the facility space from the sheriff
15 following restitution pursuant to ORS 105.161 may sell or dispose of the
16 dwelling or home as provided in ORS 90.675.

17 “(2) If a manufactured dwelling or floating home was occupied imme-
18 diately prior to abandonment by a person other than the facility tenant, and
19 the name and address of the person are known to the landlord, a landlord
20 selling or disposing of the dwelling or home under subsection (1) of this
21 section shall promptly send the person a copy of the notice sent to the fa-
22 cility tenant under ORS 90.675 (3). Notwithstanding ORS 90.425, the facility
23 landlord may sell or dispose of goods left in the dwelling or home or upon
24 the dwelling unit by the person in the same manner as if the goods were left
25 by the facility tenant. If the name and address of the person are known to
26 the facility landlord, the landlord shall promptly send the person a copy of
27 the written notice sent to the facility tenant under ORS 90.425 (3) and allow
28 the person the time described in the notice to arrange for removal of the
29 goods.

30 **“SECTION 16. This 2021 Act being necessary for the immediate**

1 **preservation of the public peace, health and safety, an emergency is**
2 **declared to exist, and this 2021 Act takes effect on its passage.”.**

3
