

Requested by Representative CLEM

**PROPOSED AMENDMENTS TO
HOUSE BILL 2966**

1 On page 1 of the printed bill, line 2, after “tenancies;” insert “creating
2 new provisions; amending sections 5 and 6, chapter 13, Oregon Laws 2020
3 (first special session);”.

4 Delete lines 4 through 30 and delete page 2 and insert:

5 **“SECTION 1.** Section 5, chapter 13, Oregon Laws 2020 (first special ses-
6 sion), is amended to read:

7 **“Sec. 5.** (1) As used in this section:

8 “(a) ‘Emergency period’ means the period beginning on April 1, 2020, and
9 ending on September 30, 2020.

10 “(b) ‘Landlord’ means the owner, lessor or sublessor of a rental unit or
11 the building or premises of which the rental unit is a part, or a person who
12 is authorized by the owner, lessor or sublessor to manage the premises or to
13 enter into a rental agreement.

14 “(c) ‘Nonpayment’ includes the nonpayment of rent, late charges, utility
15 charges or any other service charge or fee, as described in the rental agree-
16 ment or ORS 91.090, 91.210 or 91.220, during the emergency period.

17 “(d) ‘Nonpayment balance’ includes all or a part of the net total amount
18 of all items of nonpayment by a tenant.

19 “(e) ‘Rental unit’ means a structure or part of a structure for use as a
20 commercial space by a tenant.

21 “(f) ‘Tenant’ means an individual or organization entitled under a rental

1 agreement to occupy a rental unit to the exclusion of others.

2 “(2) During and after the emergency period and notwithstanding ORS
3 chapter 91 and ORS 105.105 to 105.168, a landlord may not, and may not
4 threaten to:

5 “(a) Deliver a notice terminating a rental agreement for a rental unit
6 based on a tenant’s nonpayment;

7 “(b) Initiate or continue an action under ORS 105.110 to take possession
8 of a rental unit based on a termination notice for nonpayment delivered on
9 or after April 1, 2020; or

10 “(c) Take any action that would interfere with a tenant’s possession or
11 use of a rental unit based on a tenant’s nonpayment.

12 “(3) Notwithstanding any provision in the rental agreement, a landlord
13 may not impose a late fee or other penalty on a tenant for nonpayment under
14 this section.

15 “(4) Following the emergency period, a tenant with an outstanding non-
16 payment balance has a [*six-month*] grace period that ends on [*March 31,*
17 *2021*] **September 30, 2021**, to pay the outstanding nonpayment balance.

18 “**(5) This section does not apply if:**

19 “**(a) A landlord attempts to apply for financial assistance, including**
20 **assistance on behalf of the tenant;**

21 “**(b) The application requires that the tenant be a coapplicant or**
22 **provide information or consent; and**

23 “**(c) The tenant does not make a good faith effort to comply with**
24 **the application requirements for the tenant.**

25 “[*(5) Following the emergency period, a landlord may deliver a written*
26 *notice to a tenant that substantially states:*]

27 “[*(a) The date that the emergency period ended;*]

28 “[*(b) That if rents and other payments that come due after the emergency*
29 *period are not timely paid, the landlord may terminate the tenancy;*]

30 “[*(c) That the nonpayment balance that accrued during the emergency pe-*

1 *riod is still due and must be paid;]*

2 *“[(d) That the tenant will not owe a late charge for the nonpayment bal-*
3 *ance;]*

4 *“[(e) That the tenant is entitled to a six-month grace period to repay the*
5 *nonpayment balance that ends on March 31, 2021;]*

6 *“[(f) That within a specified date stated in the notice given under this*
7 *subsection that is no earlier than 14 days following the delivery of the notice,*
8 *the tenant must pay the nonpayment balance or notify the landlord that the*
9 *tenant intends to pay the nonpayment balance by the end of the six-month*
10 *grace period described in subsection (4) of this section;]*

11 *“[(g) That failure of a tenant to give notice to the landlord of utilization*
12 *of the grace period described in subsection (4) of this section may result in a*
13 *penalty described in subsection (8) of this section; and]*

14 *“[(h) That rents and other charges or fees that come due after the emergency*
15 *period must be paid as usual or the landlord may terminate the tenancy.]*

16 *“[(6)(a) If a landlord gives a notice as described in subsection (5) of this*
17 *section, a tenant who has an outstanding nonpayment balance as of the date*
18 *listed on the landlord’s notice as described in subsection (5)(f) of this section*
19 *must notify the landlord of the tenant’s intention to use the grace period de-*
20 *scribed in subsection (4) of this section to pay the nonpayment balance.]*

21 *“[(b) The tenant’s notice under this subsection must be given in compliance*
22 *with ORS 91.110 or notice given by electronic means, and must be given to the*
23 *landlord by the date given in the landlord’s notice as described in subsection*
24 *(5)(f) of this section.]*

25 *“[(7) The landlord’s notice described in subsection (5) of this section may*
26 *offer an alternate voluntary payment plan for payment of the nonpayment bal-*
27 *ance, but the notice must state that the alternate payment plan is voluntary.]*

28 *“[(8) A tenant’s failure to give the notice required by subsection (6) of this*
29 *section to a landlord entitles the landlord to recover damages equal to 50 per-*
30 *cent of one month’s rent following the grace period.]*

1 “[9] *If a landlord violates this section, a tenant may obtain injunctive relief*
2 *to recover possession or address any other violation of this section and may*
3 *recover from the landlord an amount up to three months’ periodic rent plus*
4 *any actual damages.*]

5 **“SECTION 2.** Section 6, chapter 13, Oregon Laws 2020 (first special ses-
6 sion), is amended to read:

7 **“Sec. 6.** Section 5 [of this 2020 special session Act], chapter 13, Oregon
8 Laws 2020 (first special session), as amended by section 1 of this 2021
9 Act, is repealed on [March 31] **September 30, 2021.**

10 **“SECTION 3.** If this 2021 Act does not become effective until after
11 **March 31, 2021:**

12 **“(1) The amendments to section 6, chapter 13, Oregon Laws 2020**
13 **(first special session), by section 2 of this 2021 Act revives section 5,**
14 **chapter 13, Oregon Laws 2020 (first special session), as amended by**
15 **section 1 of this 2021 Act.**

16 **“(2) This 2021 Act shall be operative retroactively to that date, and**
17 **the operation and effect of section 5, chapter 13, Oregon Laws 2020**
18 **(first special session), as amended by section 1 of this 2021 Act, shall**
19 **continue unaffected from April 1, 2021, to the effective date of this 2021**
20 **Act to September 30, 2021.**

21 **“(3) Any otherwise lawful action taken or otherwise lawful obli-**
22 **gation incurred under the authority of section 5, chapter 13, Oregon**
23 **Laws 2020 (first special session), after March 31, 2021, and before the**
24 **effective date of this 2021 Act, is ratified and approved.**

25 **“(4) A claim for possession of real property under ORS 105.105 to**
26 **105.168 based on a tenant’s nonpayment, as defined in section 5, chap-**
27 **ter 13, Oregon Laws 2020 (first special session), that has not resulted**
28 **in a judgment and that was filed after March 31, 2021, and before the**
29 **effective date of this 2021 Act, must be stayed until October 1, 2021,**
30 **or dismissed without prejudice or costs to any party.**

1 **“SECTION 4. This 2021 Act being necessary for the immediate**
2 **preservation of the public peace, health and safety, an emergency is**
3 **declared to exist, and this 2021 Act takes effect March 31, 2021.”.**

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