

# D R A F T

## SUMMARY

Digest: This Act makes landlords provide cooling for homes. (Flesch Readability Score: 82.3).

Requires that residential tenants be provided with indoor cooling or cooling spaces for multiunit buildings with 10 units or more. Requires, by January 1, 2036, that all landlords provide indoor cooling.

Makes cooling an “essential service” for residential tenants.

Sunsets, on January 1, 2036, the requirement that the Housing and Community Services Department provide cooling information for landlords. Sunsets, on January 1, 2036, the requirement that the State Department of Energy provide grants for landlords to provide community cooling spaces.

## A BILL FOR AN ACT

1  
2 Relating to cooling for residential tenancies; creating new provisions;  
3 amending ORS 90.100, 90.320 and 90.355; and repealing ORS 458.395 and  
4 469B.480.

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

6 **SECTION 1. Section 2 of this 2025 Act is added to and made a part**  
7 **of ORS chapter 90.**

8 **SECTION 2. (1) On days when there is an outdoor temperature of**  
9 **more than 80 degrees Fahrenheit, a landlord of a multiunit structure**  
10 **with 10 or more dwelling units must provide cooling via:**

11 **(a) Effective methods, which may include central air conditioning,**  
12 **an air-source or ground-source heat pump, passive cooling design and**  
13 **techniques, or a portable air conditioning device that is provided by**  
14 **the landlord, capable of cooling and maintaining a room temperature**  
15 **in each bedroom of the dwelling that is not hotter than the lesser of**

1 **15 degrees Fahrenheit cooler than the outdoor temperature or 80 de-**  
2 **grees Fahrenheit; or**

3 **(b) Access to a community cooling space as described in ORS 90.355**  
4 **(3).**

5 **(2) A landlord of any dwelling for which building permits for its**  
6 **construction were issued on or after January 1, 2026, shall provide**  
7 **cooling via adequate cooling methods or facilities that:**

8 **(a) Provide cooling in at least one room of the dwelling unit, not**  
9 **including a bathroom;**

10 **(b) Conform to applicable law at the time of installation and are**  
11 **maintained in good working order; and**

12 **(c) May include central air conditioning, an air-source or ground-**  
13 **source heat pump, passive cooling design and techniques, a portable**  
14 **air conditioning device that is provided by the landlord or other de-**  
15 **vices or methods that can maintain a temperature not hotter than the**  
16 **lesser of 15 degrees cooler than the outside temperature or 80 degrees**  
17 **Fahrenheit.**

18 **SECTION 3.** Section 2 of this 2025 Act is amended to read:

19 **Sec. 2.** [(1)] On days when there is an outdoor temperature of more than  
20 80 degrees Fahrenheit, a landlord [*of a multiunit structure with 10 or more*  
21 *dwelling units*] must provide cooling via[:]

22 [(a)] effective methods, which may include central air conditioning, an  
23 air-source or ground-source heat pump, passive cooling design and tech-  
24 niques, or a portable air conditioning device that is provided by the landlord,  
25 capable of cooling and maintaining a room temperature in each bedroom of  
26 the dwelling that is not hotter than the lesser of 15 degrees Fahrenheit  
27 cooler than the outdoor temperature or 80 degrees Fahrenheit[; or].

28 [(b) *Access to a community cooling space as described in ORS 90.355 (3);*  
29 *and*]

30 [(2) *A landlord of any dwelling for which building permits for its con-*  
31 *struction were issued on or after January 1, 2026, shall provide cooling via*

1 *adequate cooling methods or facilities that:]*

2 *[(a) Provide cooling in at least one room of the dwelling unit, not including*  
3 *a bathroom;]*

4 *[(b) Conform to applicable law at the time of installation and are main-*  
5 *tained in good working order; and]*

6 *[(c) May include central air conditioning, an air-source or ground-source*  
7 *heat pump, passive cooling design and techniques, a portable air conditioning*  
8 *device that is provided by the landlord or other devices or methods that can*  
9 *maintain a temperature not hotter than the lesser of 15 degrees cooler than the*  
10 *outside temperature or 80 degrees Fahrenheit.]*

11 **SECTION 4. The amendments to section 2 of this 2025 Act by section**  
12 **3 of this 2025 Act, the amendments to ORS 90.355 by section 8 of this**  
13 **2025 Act and the repeal of ORS 458.395 and 469B.480 by section 5 of this**  
14 **2025 Act become operative on January 1, 2036.**

15 **SECTION 5. ORS 458.395 and 469B.480 are repealed.**

16 **SECTION 6. ORS 90.320 is amended to read:**

17 90.320. (1) A landlord shall at all times during the tenancy maintain the  
18 dwelling unit in a habitable condition. For purposes of this section, a  
19 dwelling unit shall be considered uninhabitable if it substantially lacks:

20 (a) Effective waterproofing and weather protection of roof and exterior  
21 walls, including windows and doors;

22 (b) Plumbing facilities that conform to applicable law in effect at the time  
23 of installation and are maintained in good working order;

24 (c) A water supply approved under applicable law that is:

25 (A) Under the control of the tenant or landlord and is capable of  
26 producing hot and cold running water;

27 (B) Furnished to appropriate fixtures;

28 (C) Connected to a sewage disposal system approved under applicable law;  
29 and

30 (D) Maintained so as to provide safe drinking water and to be in good  
31 working order to the extent that the system can be controlled by the land-

1 lord;

2 (d) Adequate heating facilities that conform to applicable law at the time  
3 of installation and are maintained in good working order;

4 (e) Electrical lighting with wiring and electrical equipment that conform  
5 to applicable law at the time of installation and is maintained in good  
6 working order;

7 (f) Buildings, grounds and appurtenances at the time of the commence-  
8 ment of the rental agreement in every part safe for normal and reasonably  
9 foreseeable uses, clean, sanitary and free from all accumulations of debris,  
10 filth, rubbish, garbage, rodents and vermin, and all areas under control of  
11 the landlord kept in every part safe for normal and reasonably foreseeable  
12 uses, clean, sanitary and free from all accumulations of debris, filth, rubbish,  
13 garbage, rodents and vermin;

14 (g) Except as otherwise provided by local ordinance or by written agree-  
15 ment between the landlord and the tenant, an adequate number of appropri-  
16 ate receptacles for garbage and rubbish in clean condition and good repair  
17 at the time of the commencement of the rental agreement, and the landlord  
18 shall provide and maintain appropriate serviceable receptacles thereafter and  
19 arrange for their removal;

20 (h) Floors, walls, ceilings, stairways and railings maintained in good re-  
21 pair;

22 (i) Ventilating, air conditioning and other facilities and appliances, in-  
23 cluding elevators, maintained in good repair if supplied or required to be  
24 supplied by the landlord;

25 (j) Safety from fire hazards, including a working smoke alarm or smoke  
26 detector, with working batteries if solely battery-operated, provided only at  
27 the beginning of any new tenancy when the tenant first takes possession of  
28 the premises, as provided in ORS 479.270, but not to include the tenant's  
29 testing of the smoke alarm or smoke detector as provided in ORS 90.325 (1);

30 (k) A carbon monoxide alarm, and the dwelling unit:

31 (A) Contains a carbon monoxide source; or

1 (B) Is located within a structure that contains a carbon monoxide source  
2 and the dwelling unit is connected to the room in which the carbon monoxide  
3 source is located by a door, ductwork or a ventilation shaft;

4 (L) Working locks for all dwelling entrance doors, and, unless contrary  
5 to applicable law, latches for all windows, by which access may be had to  
6 that portion of the premises that the tenant is entitled under the rental  
7 agreement to occupy to the exclusion of others and keys for those locks that  
8 require keys; or

9 *[(m) For a dwelling unit in a building where building permits for its con-  
10 struction were issued on or after April 1, 2024, adequate cooling facilities  
11 that:]*

12 *[(A) Provide cooling in at least one room of the dwelling unit, not including  
13 a bathroom;]*

14 *[(B) Conform to applicable law at the time of installation and are main-  
15 tained in good working order; and]*

16 *[(C) May include central air conditioning, an air-source or ground-source  
17 heat pump or a portable air conditioning device that is provided by the land-  
18 lord.]*

19 **(m) Cooling methods or facilities, as provided in section 2 of this**  
20 **2025 Act.**

21 (2) The landlord and tenant may agree in writing that the tenant is to  
22 perform specified repairs, maintenance tasks and minor remodeling only if:

23 (a) The agreement of the parties is entered into in good faith and not for  
24 the purpose of evading the obligations of the landlord;

25 (b) The agreement does not diminish the obligations of the landlord to  
26 other tenants in the premises; and

27 (c) The terms and conditions of the agreement are clearly and fairly dis-  
28 closed and adequate consideration for the agreement is specifically stated.

29 (3) Any provisions of this section that reasonably apply only to a struc-  
30 ture that is used as a home, residence or sleeping place do not apply to a  
31 manufactured dwelling, recreational vehicle or floating home where the ten-

1 ant owns the manufactured dwelling, recreational vehicle or floating home,  
2 rents the space and, in the case of a dwelling or home, the space is not in  
3 a facility. Manufactured dwelling or floating home tenancies in which the  
4 tenant owns the dwelling or home and rents space in a facility are governed  
5 by ORS 90.730 and not by this section.

6 **SECTION 7.** ORS 90.100 is amended to read:

7 90.100. As used in this chapter, unless the context otherwise requires:

8 (1) “Accessory building or structure” means any portable, demountable  
9 or permanent structure, including but not limited to cabanas, ramadas,  
10 storage sheds, garages, awnings, carports, decks, steps, ramps, piers and  
11 pilings, that is:

12 (a) Owned and used solely by a tenant of a manufactured dwelling or  
13 floating home; or

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

16 (2) “Action” includes recoupment, counterclaim, setoff, suit in equity and  
17 any other proceeding in which rights are determined, including an action for  
18 possession.

19 (3) “Applicant screening charge” means any payment of money required  
20 by a landlord of an applicant prior to entering into a rental agreement with  
21 that applicant for a residential dwelling unit, the purpose of which is to pay  
22 the cost of processing an application for a rental agreement for a residential  
23 dwelling unit.

24 (4) “Attorney” includes an associate member of the Oregon State Bar  
25 practicing law within the member’s approved scope of practice.

26 (5) “Bias crime” has the meaning given that term in ORS 147.380.

27 (6) “Building and housing codes” includes any law, ordinance or govern-  
28 mental regulation concerning fitness for habitation, or the construction,  
29 maintenance, operation, occupancy, use or appearance of any premises or  
30 dwelling unit.

31 (7) “Carbon monoxide alarm” has the meaning given that term in ORS

1 105.836.

2 (8) “Carbon monoxide source” has the meaning given that term in ORS  
3 105.836.

4 (9) “Conduct” means the commission of an act or the failure to act.

5 (10) “DBH” means the diameter at breast height, which is measured as  
6 the width of a standing tree at four and one-half feet above the ground on  
7 the uphill side.

8 (11) “Dealer” means any person in the business of selling, leasing or dis-  
9 tributing new or used manufactured dwellings or floating homes to persons  
10 who purchase or lease a manufactured dwelling or floating home for use as  
11 a residence.

12 (12) “Domestic violence” means:

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

15 (b) Abuse, as defined in ORS 107.705, between partners in a dating re-  
16 lationship.

17 (13) “Drug and alcohol free housing” means a dwelling unit described in  
18 ORS 90.243.

19 (14) “Dwelling unit” means a structure or the part of a structure that is  
20 used as a home, residence or sleeping place by one person who maintains a  
21 household or by two or more persons who maintain a common household.  
22 “Dwelling unit” regarding a person who rents a space for a manufactured  
23 dwelling or recreational vehicle or regarding a person who rents moorage  
24 space for a floating home as defined in ORS 830.700, but does not rent the  
25 home, means the space rented and not the manufactured dwelling, recre-  
26 ational vehicle or floating home itself.

27 (15) “Essential service” means:

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

31 (A) [*Heat,*] **Heating, cooling methods or facilities as provided in sec-**

1 **tion 2 of this 2025 Act**, plumbing, hot and cold running water, gas, elec-  
2 tricity, light fixtures, locks for exterior doors, latches for windows and any  
3 cooking appliance or refrigerator supplied or required to be supplied by the  
4 landlord; and

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

9 (b) For a tenancy consisting of rental space for a manufactured dwelling,  
10 floating home or recreational vehicle owned by the tenant or that is other-  
11 wise subject to ORS 90.505 to 90.850:

12 (A) Sewage disposal, water supply, electrical supply and, if required by  
13 applicable law, any drainage system; and

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

18 (16) “Facility” means a manufactured dwelling park or a marina.

19 (17) “Fee” means a nonrefundable payment of money.

20 (18) “First class mail” does not include certified or registered mail, or any  
21 other form of mail that may delay or hinder actual delivery of mail to the  
22 recipient.

23 (19) “Fixed term tenancy” means a tenancy that has a fixed term of ex-  
24 istence, continuing to a specific ending date and terminating on that date  
25 without requiring further notice to effect the termination.

26 (20) “Floating home” has the meaning given that term in ORS 830.700.  
27 “Floating home” includes an accessory building or structure.

28 (21) “Good faith” means honesty in fact in the conduct of the transaction  
29 concerned.

30 (22) “Hazard tree” means a tree that:

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



1 (b) Measures at least eight inches DBH; and

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

6 (23) “Hotel or motel” means “hotel” as that term is defined in ORS  
7 699.005.

8 (24) “Informal dispute resolution” includes voluntary consultation be-  
9 tween the landlord or landlord’s agent and one or more tenants or voluntary  
10 mediation utilizing the services of a third party, but does not include man-  
11 datory mediation or arbitration.

12 (25) “Landlord” means the owner, lessor or sublessor of the dwelling unit  
13 or the building or premises of which it is a part. “Landlord” includes a  
14 person who is authorized by the owner, lessor or sublessor to manage the  
15 premises or to enter into a rental agreement.

16 (26) “Landlord’s agent” means a person who has oral or written authority,  
17 either express or implied, to act for or on behalf of a landlord.

18 (27) “Last month’s rent deposit” means a type of security deposit, however  
19 designated, the primary function of which is to secure the payment of rent  
20 for the last month of the tenancy.

21 (28) “Manufactured dwelling” means a residential trailer, a mobile home  
22 or a manufactured home as those terms are defined in ORS 446.003 or a  
23 prefabricated structure. “Manufactured dwelling” includes an accessory  
24 building or structure.

25 (29) “Manufactured dwelling park” means a place where four or more  
26 manufactured dwellings are located, the primary purpose of which is to rent  
27 space or keep space for rent to any person for a charge or fee.

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

1 (31) “Marina purchase association” means a group of three or more ten-  
2 ants who reside in a marina and have organized for the purpose of eventual  
3 purchase of the marina.

4 (32) “Month-to-month tenancy” means a tenancy that automatically re-  
5 news and continues for successive monthly periods on the same terms and  
6 conditions originally agreed to, or as revised by the parties, until terminated  
7 by one or both of the parties.

8 (33) “Organization” includes a corporation, government, governmental  
9 subdivision or agency, business trust, estate, trust, partnership or associ-  
10 ation, two or more persons having a joint or common interest, and any other  
11 legal or commercial entity.

12 (34) “Owner” includes a mortgagee in possession and means one or more  
13 persons, jointly or severally, in whom is vested:

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

15 (b) All or part of the beneficial ownership and a right to present use and  
16 enjoyment of the premises.

17 (35) “Person” includes an individual or organization.

18 (36) “Prefabricated structure” means a structure that is substantially  
19 constructed or assembled using closed construction at an off-site location in  
20 compliance with the state building code and that is sited and occupied by the  
21 owner in compliance with local codes.

22 (37) “Premises” means:

23 (a) A dwelling unit and the structure of which it is a part and facilities  
24 and appurtenances therein;

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

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

28 (38) “Prepaid rent” means any payment of money to the landlord for a  
29 rent obligation not yet due. In addition, “prepaid rent” means rent paid for  
30 a period extending beyond a termination date.

31 (39) “Recreational vehicle” has the meaning given that term in ORS

1 174.101.

2 (40) "Recreational vehicle park" has the meaning given that term in ORS  
3 197.492.

4 (41)(a) "Rent" means any payment to be made to the landlord under the  
5 rental agreement, periodic or otherwise, in exchange for the right of a tenant  
6 and any permitted pet to occupy a dwelling unit to the exclusion of others  
7 and to use the premises.

8 (b) "Rent" does not include security deposits, fees or utility or service  
9 charges as described in ORS 90.315 (4) and 90.562.

10 (42) "Rental agreement" means all agreements, written or oral, and valid  
11 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the  
12 terms and conditions concerning the use and occupancy of a dwelling unit  
13 and premises. "Rental agreement" includes a lease. A rental agreement is  
14 either a week-to-week tenancy, month-to-month tenancy or fixed term  
15 tenancy.

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

20 (44) "Screening or admission criteria" means a written statement of any  
21 factors a landlord considers in deciding whether to accept or reject an ap-  
22 plicant and any qualifications required for acceptance. "Screening or admis-  
23 sion criteria" includes, but is not limited to, the rental history, character  
24 references, public records, criminal records, credit reports, credit references  
25 and incomes or resources of the applicant.

26 (45) "Security deposit" means a refundable payment or deposit of money,  
27 however designated, the primary function of which is to secure the perform-  
28 ance of a rental agreement or any part of a rental agreement. "Security de-  
29 posit" does not include a fee.

30 (46) "Sexual assault" has the meaning given that term in ORS 147.450.

31 (47) "Squatter" means a person occupying a dwelling unit who is not so

1 entitled under a rental agreement or who is not authorized by the tenant to  
2 occupy that dwelling unit. “Squatter” does not include a tenant who holds  
3 over as described in ORS 90.427 (11).

4 (48) “Stalking” means the behavior described in ORS 163.732.

5 (49) “Statement of policy” means the summary explanation of information  
6 and facility policies to be provided to prospective and existing tenants under  
7 ORS 90.510.

8 (50) “Surrender” means an agreement, express or implied, as described in  
9 ORS 90.148 between a landlord and tenant to terminate a rental agreement  
10 that gave the tenant the right to occupy a dwelling unit.

11 (51) “Tenant”:

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

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

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

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

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

22 (52) “Transient lodging” means a room or a suite of rooms.

23 (53) “Transient occupancy” means occupancy in transient lodging that has  
24 all of the following characteristics:

25 (a) Occupancy is charged on a daily basis and is not collected more than  
26 six days in advance;

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

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

30 (54) “Vacation occupancy” means occupancy in a dwelling unit, not in-  
31 cluding transient occupancy in a hotel or motel, that:

1 (a) Has all of the following characteristics:

2 (A) The occupant rents the unit for vacation purposes only, not as a  
3 principal residence;

4 (B) The occupant has a principal residence other than at the unit; and

5 (C) The period of authorized occupancy does not exceed 45 days; or

6 (b) Is for the rental of a space in a recreational vehicle park on which a  
7 recreational vehicle owned by the occupant will be located and for which:

8 (A) The occupant rents the unit for vacation purposes only, not as a  
9 principal residence;

10 (B) The occupant has a principal residence other than at the space;

11 (C) The period of authorized occupancy does not exceed 90 days;

12 (D) The recreational vehicle is required to be removed from the park at  
13 the end of the occupancy period before a new occupancy may begin; and

14 (E) A written agreement is signed by the occupant that substantially  
15 states: "Your occupancy of this recreational vehicle park is a vacation oc-  
16 cupancy and is NOT subject to the Oregon Residential Landlord and Tenant  
17 Act (ORS chapter 90)."

18 (55) "Victim" means:

19 (a) The person against whom an incident related to domestic violence,  
20 sexual assault, bias crime or stalking is perpetrated; or

21 (b) The parent or guardian of a minor household member against whom  
22 an incident related to domestic violence, sexual assault, bias crime or stalk-  
23 ing is perpetrated, unless the parent or guardian is the perpetrator.

24 (56) "Week-to-week tenancy" means a tenancy that has all of the follow-  
25 ing characteristics:

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

28 (b) There is a written rental agreement that defines the landlord's and the  
29 tenant's rights and responsibilities under this chapter; and

30 (c) There are no fees or security deposits, although the landlord may re-  
31 quire the payment of an applicant screening charge, as provided in ORS

1 90.295.

2 **SECTION 8.** ORS 90.355 is amended to read:

3 90.355. (1) As used in this section[.],

4 [(a) “*Extreme heat event*” means a day on which the Housing and Commu-  
5 nity Services Department determines that a heat event has occurred based on  
6 a predicted or indicated excessive heat warning or heat advisory by the Na-  
7 tional Weather Service of the National Oceanic and Atmospheric Adminis-  
8 tration.]

9 [(b) “*Forecast zone*” means a region for which the National Weather Service  
10 of the National Oceanic and Atmospheric Administration issues forecasts and  
11 some watches and warnings based on differences in weather.]

12 [(c)] “portable cooling device” includes air conditioners and evaporative  
13 coolers, including devices mounted in a window or that are designed to sit  
14 on the floor but not including devices whose installation or use requires al-  
15 teration to the dwelling unit.

16 (2) A landlord may not prohibit or restrict a tenant from installing or  
17 using a portable cooling device of the tenant’s choosing, unless:

18 (a) The installation or use of the device would:

19 (A) Violate building codes or state or federal law;

20 (B) Violate the device manufacture’s written safety guidelines for the de-  
21 vice;

22 (C) Damage the premises or render the premises uninhabitable; or

23 (D) Require amperage to power the device that cannot be accommodated  
24 by the power service to the building, dwelling unit or circuit;

25 (b) If the device would be installed in a window:

26 (A) The window is a necessary egress from the dwelling unit;

27 (B) The device would interfere with the tenant’s ability to lock a window  
28 that is accessible from outside;

29 (C) The device requires the use of brackets or other hardware that would  
30 damage or void the warranty of the window or frame, puncture the envelope  
31 of the building or otherwise cause significant damages;

1 (D) The restrictions require that the device be adequately drained to  
2 prevent damage to the dwelling unit or building; or

3 (E) The restrictions require that the device be installed in a manner that  
4 prevents risk of falling; or

5 (c) The restrictions require that the device be:

6 (A) Installed or removed by the landlord or landlord's agent;

7 (B) Subject to inspection or servicing by the landlord or landlord's agent;

8 or

9 (C) Removed from October 1 through April 30.

10 (3) A landlord may not enforce a restriction on portable cooling devices  
11 against a tenant allowed under subsection (2) of this section unless the re-  
12 strictions are in writing and delivered to the tenant. *[The written restrictions*  
13 *must include whether the landlord intends to operate, whenever there is an*  
14 *extreme heat event for the forecast zone of the premises, one or more community*  
15 *cooling spaces available to the tenant that are located on or near the premises*  
16 *and that maintain a temperature of not higher than 80 degrees Fahrenheit.]*

17 (4) A landlord is immune from liability for any claim for damages, injury  
18 or death caused by a portable cooling device installed by the tenant.

19 (5) A landlord who must limit portable cooling devices for a building  
20 under subsection (2)(a)(D) of this section shall prioritize allowing the use of  
21 devices for individuals who require a device to accommodate a disability. A  
22 landlord is not responsible for any interruption in electrical service that is  
23 not caused by the landlord, including interruptions caused by an electrical  
24 supply's inability to accommodate use of a portable cooling device.

25 *[(6) If a landlord issues a termination notice under ORS 90.392 or 90.630*  
26 *based on a violation of a restriction regulating a portable cooling device al-*  
27 *lowed under subsection (2) of this section:]*

28 *[(a) On each day that there is an extreme heat event for the forecast zone*  
29 *of the premises, the notice period described in ORS 90.392 (3), (4), (5) or (6)*  
30 *or 90.630 (1), (3) or (6) does not run.]*

31 *[(b) The termination notice must state:]*

1        *[(A) The deadline of a cure period designated in the notice, if any;]*  
2        *[(B) That the date of termination specified in the notice will be extended*  
3 *by one day for each day that there is an extreme heat event for the forecast*  
4 *zone of the premises; and]*  
5        *[(C) That information regarding days with an extreme heat event for the*  
6 *forecast zone can be found on the website for the Housing and Community*  
7 *Services Department.]*

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