

# House Bill 2634

Sponsored by Representative LEVY B, Senator HANSELL; Representatives HIEB, SCHARF, Senator WEBER  
(Presession filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Defines "recreational vehicle park" for the purposes of residential tenancy law. Expands vacation occupancy exemption from residential tenancy laws to include recreational vehicle park occupancies of up to 90 days.

Allows termination of tenancy without cause upon 14 days' notice for space siting recreational vehicle.

Reduces landlord requirements for disposal or sale of abandoned recreational vehicles.

## A BILL FOR AN ACT

1  
2 Relating to rental agreements for recreational vehicle spaces; creating new provisions; and amend-  
3 ing ORS 90.100, 90.230, 90.425, 90.555, 90.634 and 105.124.

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

5 **SECTION 1.** ORS 90.100 is amended to read:

6 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

13 (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding  
14 in which rights are determined, including an action for possession.

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

19 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-  
20 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-  
21 pearance of any premises or dwelling unit.

22 (5) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

23 (6) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

24 (7) "Conduct" means the commission of an act or the failure to act.

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

27 (9) "Dealer" means any person in the business of selling, leasing or distributing new or used  
28 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.  
New sections are in **boldfaced** type.

1 or floating home for use as a residence.

2 (10) "Domestic violence" means:

3 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

4 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

5 (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

6 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-  
7 dence or sleeping place by one person who maintains a household or by two or more persons who  
8 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-  
9 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a  
10 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
11 not the manufactured dwelling, recreational vehicle or floating home itself.

12 (13) "Essential service" means:

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

15 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior  
16 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be  
17 supplied by the landlord; and

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

21 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-  
22 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

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

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

28 (14) "Facility" means a manufactured dwelling park or a marina.

29 (15) "Fee" means a nonrefundable payment of money.

30 (16) "First class mail" does not include certified or registered mail, or any other form of mail  
31 that may delay or hinder actual delivery of mail to the recipient.

32 (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a  
33 specific ending date and terminating on that date without requiring further notice to effect the ter-  
34 mination.

35 (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes  
36 an accessory building or structure.

37 (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

38 (20) "Hazard tree" means a tree that:

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

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

41 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to  
42 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable  
43 risk of causing serious physical harm or damage to individuals or property in the near future.

44 (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

45 (22) "Informal dispute resolution" includes voluntary consultation between the landlord or

1 landlord’s agent and one or more tenants or voluntary mediation utilizing the services of a third  
 2 party, but does not include mandatory mediation or arbitration.

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

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

8 (25) “Last month’s rent deposit” means a type of security deposit, however designated, the pri-  
 9 mary function of which is to secure the payment of rent for the last month of the tenancy.

10 (26) “Manufactured dwelling” means a residential trailer, a mobile home or a manufactured  
 11 home as those terms are defined in ORS 446.003 or a prefabricated structure. “Manufactured  
 12 dwelling” includes an accessory building or structure.

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

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

19 (29) “Marina purchase association” means a group of three or more tenants who reside in a  
 20 marina and have organized for the purpose of eventual purchase of the marina.

21 (30) “Month-to-month tenancy” means a tenancy that automatically renews and continues for  
 22 successive monthly periods on the same terms and conditions originally agreed to, or as revised by  
 23 the parties, until terminated by one or both of the parties.

24 (31) “Organization” includes a corporation, government, governmental subdivision or agency,  
 25 business trust, estate, trust, partnership or association, two or more persons having a joint or com-  
 26 mon interest, and any other legal or commercial entity.

27 (32) “Owner” includes a mortgagee in possession and means one or more persons, jointly or se-  
 28 verally, in whom is vested:

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

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

32 (33) “Person” includes an individual or organization.

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

36 (35) “Premises” means:

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

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

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

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

44 (37) “Recreational vehicle” has the meaning given that term in ORS 174.101.

45 **(38)(a) “Recreational vehicle park” has the meaning given that term in ORS 197.492.**

1       **(b) “Recreational vehicle park” does not include a park in which a manufactured dwelling**  
 2 **is located that is occupied by someone other than an owner, landlord or employee of the**  
 3 **park.**

4       [(38)] **(39)(a)** “Rent” means any payment to be made to the landlord under the rental agreement,  
 5 periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a  
 6 dwelling unit to the exclusion of others and to use the premises.

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

9       [(39)] **(40)** “Rental agreement” means all agreements, written or oral, and valid rules and regu-  
 10 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the  
 11 use and occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental  
 12 agreement is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

13       [(40)] **(41)** “Roomer” means a person occupying a dwelling unit that does not include a toilet and  
 14 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and  
 15 where one or more of these facilities are used in common by occupants in the structure.

16       [(41)] **(42)** “Screening or admission criteria” means a written statement of any factors a landlord  
 17 considers in deciding whether to accept or reject an applicant and any qualifications required for  
 18 acceptance. “Screening or admission criteria” includes, but is not limited to, the rental history,  
 19 character references, public records, criminal records, credit reports, credit references and incomes  
 20 or resources of the applicant.

21       [(42)] **(43)** “Security deposit” means a refundable payment or deposit of money, however desig-  
 22 nated, the primary function of which is to secure the performance of a rental agreement or any part  
 23 of a rental agreement. “Security deposit” does not include a fee.

24       [(43)] **(44)** “Sexual assault” has the meaning given that term in ORS 147.450.

25       [(44)] **(45)** “Squatter” means a person occupying a dwelling unit who is not so entitled under a  
 26 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. “Squatter”  
 27 does not include a tenant who holds over as described in ORS 90.427 (11).

28       [(45)] **(46)** “Stalking” means the behavior described in ORS 163.732.

29       [(46)] **(47)** “Statement of policy” means the summary explanation of information and facility  
 30 policies to be provided to prospective and existing tenants under ORS 90.510.

31       [(47)] **(48)** “Surrender” means an agreement, express or implied, as described in ORS 90.148 be-  
 32 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-  
 33 cupy a dwelling unit.

34       [(48)] **(49)** “Tenant”:

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

36       (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling  
 37 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public  
 38 housing authority.

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

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

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

44       [(49)] **(50)** “Transient lodging” means a room or a suite of rooms.

45       [(50)] **(51)** “Transient occupancy” means occupancy in transient lodging that has all of the fol-

1 lowing characteristics:

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

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

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

6 [(51)] (52) “Vacation occupancy” means occupancy in a dwelling unit, not including transient  
7 occupancy in a hotel or motel, that:

8 (a) Has all of the following characteristics:

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

10 [(b)] (B) The occupant has a principal residence other than at the unit; and

11 [(c)] (C) The period of authorized occupancy does not exceed 45 days[.]; **or**

12 (b) **Is for the rental of a space in a recreational vehicle park on which a recreational  
13 vehicle owned by the tenant will be located and for which:**

14 (A) **The period of authorized occupancy does not exceed 90 days;**

15 (B) **The recreational vehicle is required to be removed from the park at the end of the  
16 occupancy period before a new occupancy may begin; and**

17 (C) **A written agreement is signed by the occupant or a written receipt is provided to the  
18 occupant that substantially states: “Your occupancy of this recreational vehicle park is a  
19 vacation occupancy and is NOT subject to the Oregon Residential Landlord and Tenant Act  
20 (ORS chapter 90). If you remain in the park following the end of the occupancy period, you  
21 are considered to be trespassing and may be immediately removed.”**

22 [(52)] (53) “Victim” means:

23 (a) The person against whom an incident related to domestic violence, sexual assault or stalking  
24 is perpetrated; or

25 (b) The parent or guardian of a minor household member against whom an incident related to  
26 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the  
27 perpetrator.

28 [(53)] (54) “Week-to-week tenancy” means a tenancy that has all of the following characteristics:

29 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven  
30 days;

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

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

35 **SECTION 2.** ORS 90.230, as amended by section 11, chapter 54, Oregon Laws 2022, is amended  
36 to read:

37 90.230. (1) If a tenancy is for [*the occupancy of*] **a space for** a recreational vehicle **owned by**  
38 **the tenant, including** in a manufactured dwelling park, **recreational vehicle park** or mobile home  
39 park, as defined in ORS 446.003, **or a space not in a facility**, [*or recreational vehicle park, as defined*  
40 *in ORS 197.492,*] the landlord shall provide a written rental agreement for [*a month-to-month, week-*  
41 *to-week or fixed-term*] **the** tenancy. [*The rental agreement must state:*]

42 [(a)] (2) [*If applicable, that*] **If stated in the rental agreement provided under this section:**

43 (a) **Notwithstanding ORS 90.427**, the tenancy may be terminated by the landlord [*under ORS*  
44 *90.427*] **or tenant** without cause upon [*30 or 60*] **14** days’ written notice for a month-to-month  
45 [*tenancy or upon 10 days’ written notice for a*] **or** week-to-week tenancy.

(b) [That] Any accessory building or structure paid for or provided by the tenant belongs to the tenant and is subject to a demand by the landlord that the tenant remove the building or structure upon termination of the tenancy.

[(c) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions.]

[(2)] (3) If a tenant described in subsection (1) of this section moves following termination of the tenancy by the landlord under ORS 90.427 or subsection (2)(a) of this section, and the landlord failed to provide the required written rental agreement before the beginning of the tenancy, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater.

[(3)] (4) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions, and a state agency or local government requires the tenant to move as a result of the noncompliance, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if the noncompliance was caused by the tenant.

[(4)] (5) This section does not apply to a vacation occupancy.

**SECTION 3.** ORS 105.124 is amended to read:

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

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

IN THE CIRCUIT COURT  
FOR THE COUNTY OF

No. \_\_\_\_\_

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

vs.

DEFENDANT (Tenants/Occupants):

\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

1 Telephone: \_\_\_\_\_

2

3

1.

4

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

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\_\_\_\_\_

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2.

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Landlord is entitled to possession of the property because of:

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\_\_\_\_\_ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403.

13

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\_\_\_\_\_ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.

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\_\_\_\_\_ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.

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\_\_\_\_\_ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.

23

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\_\_\_\_\_ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).

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\_\_\_\_\_ 10-day notice for a pet violation, a repeat violation in a month-to-month tenancy or without stated cause in a week-to-week tenancy. ORS 90.392 (5), 90.405 or 90.427 (2).

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\_\_\_\_\_ **14-day notice without stated cause in a recreational vehicle space. ORS 90.230 (2)(a).**

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\_\_\_\_\_ 20-day notice for a repeat violation. ORS 90.630 (5).

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\_\_\_\_\_ 30-day, 60-day or 180-day notice without stated cause in a month-to-month tenancy. ORS 90.427 (3)(b) or (8)(a)(B) or (C) or 90.429.

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\_\_\_\_\_ 30-day notice with stated cause. ORS 90.392, 90.630 or 90.632.

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\_\_\_\_\_ 60-day notice with stated cause. ORS 90.632.

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\_\_\_\_\_ 90-day notice with stated cause. ORS 90.427 (5) or (7).

1 \_\_\_\_\_ Notice to bona fide tenants after  
 2 foreclosure sale or termination of  
 3 fixed term tenancy after foreclosure  
 4 sale. ORS 86.782 (6)(c).  
 5 \_\_\_\_\_ Other notice \_\_\_\_\_  
 6 \_\_\_\_\_ No notice (explain) \_\_\_\_\_  
 7

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

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10  
11  
12  
13  
14  
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20

3.

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

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

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

\_\_\_\_\_  
Signature of landlord or agent.  
\_\_\_\_\_

(2) The complaint must be signed by the plaintiff, or an attorney representing the plaintiff as provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

**SECTION 4.** ORS 90.425 is amended to read:

90.425. (1) As used in this section:

(a) "Current market value" means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for a manufactured dwelling or floating home by an informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

(b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may throw away the property or may give it without consideration to a nonprofit organization or to a person unrelated to the landlord. The landlord may not retain the property for personal use or benefit.

(c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of a facility.

(d) "Lienholder" means any lienholder of an abandoned recreational vehicle, manufactured dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

(e) "Of record" means:

(A) For a recreational vehicle that is not more than eight and one-half feet wide, that a security interest has been properly recorded with the Department of Transportation pursuant to ORS 802.200



1 (1)(a)(A) and 803.097.

2 (B) For a manufactured dwelling or recreational vehicle that is more than eight and one-half feet  
 3 wide, that a security interest has been properly recorded for the manufactured dwelling or recre-  
 4 ational vehicle in the records of the Department of Consumer and Business Services pursuant to  
 5 ORS 446.611 or on a certificate of title issued by the Department of Transportation.

6 (C) For a floating home, that a security interest has been properly recorded with the State  
 7 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board  
 8 pursuant to ORS 830.715.

9 (f) "Owner" means any owner of an abandoned recreational vehicle, manufactured dwelling or  
 10 floating home, if different from the tenant and either of record or actually known to the landlord.

11 (g) "Personal property" means goods, vehicles and recreational vehicles and includes manufac-  
 12 tured dwellings and floating homes not located in a facility. "Personal property" does not include  
 13 manufactured dwellings and floating homes located in a facility and therefore subject to being  
 14 stored, sold or disposed of as provided under ORS 90.675.

15 (2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of  
 16 abandoned personal property as provided by this section. This section governs the rights and obli-  
 17 gations of landlords, tenants and any lienholders or owners in any personal property abandoned or  
 18 left upon the premises by the tenant or any lienholder or owner in the following circumstances:

19 (a) The tenancy has ended by termination or expiration of a rental agreement or by  
 20 relinquishment or abandonment of the premises and the landlord reasonably believes under all the  
 21 circumstances that the tenant has left the personal property upon the premises with no intention  
 22 of asserting any further claim to the premises or to the personal property;

23 (b) The tenant has been absent from the premises continuously for seven days after termination  
 24 of a tenancy by a court order that has not been executed; or

25 (c) The landlord receives possession of the premises from the sheriff following restitution pur-  
 26 suant to ORS 105.161.

27 (3) Prior to storing, selling or disposing of the tenant's personal property under this section, the  
 28 landlord must give a written notice to the tenant that must be:

29 (a) Personally delivered to the tenant; or

30 (b) Sent by first class mail addressed and mailed to the tenant at:

31 (A) The premises;

32 (B) Any post-office box held by the tenant and actually known to the landlord; and

33 (C) The most recent forwarding address if provided by the tenant or actually known to the  
 34 landlord.

35 (4)(a) In addition to the notice required by subsection (3) of this section, in the case of an  
 36 abandoned recreational vehicle, manufactured dwelling or floating home, a landlord shall also give  
 37 a copy of the notice described in subsection (3) of this section to:

38 (A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

39 (B) Any owner of the recreational vehicle, manufactured dwelling or floating home;

40 (C) The tax collector of the county where the manufactured dwelling or floating home is located;  
 41 and

42 (D) The assessor of the county where the manufactured dwelling or floating home is located.

43 (b) The landlord shall give the notice copy required by this subsection by personal delivery or  
 44 first class mail, except that for any lienholder, mail service must be both by first class mail and by  
 45 certified mail with return receipt requested.

1 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each  
 2 lienholder at each address:

3 (A) Actually known to the landlord;

4 (B) Of record; and

5 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal  
 6 property subject to the lien and that was sent to the landlord by certified mail with return receipt  
 7 requested within the preceding five years. The notice must identify the personal property by de-  
 8 scribing the physical address of the property.

9 (5) The notice required under subsection (3) of this section must state that:

10 (a) The personal property left upon the premises is considered abandoned;

11 (b) The tenant or any lienholder or owner must contact the landlord by a specified date, as  
 12 provided in subsection (6) of this section, to arrange for the removal of the abandoned personal  
 13 property;

14 (c) The personal property is stored at a place of safekeeping, except that if the property includes  
 15 a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;

16 (d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section,  
 17 may arrange for removal of the personal property by contacting the landlord at a described tele-  
 18 phone number or address on or before the specified date;

19 (e) The landlord shall make the personal property available for removal by the tenant or any  
 20 lienholder or owner, except as provided by subsection (18) of this section, by appointment at rea-  
 21 sonable times;

22 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)  
 23 of this section, the landlord may require payment of removal and storage charges, as provided by  
 24 subsection (7)(d) of this section, prior to releasing the personal property to the tenant or any  
 25 lienholder or owner;

26 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this  
 27 section, the landlord may not require payment of storage charges prior to releasing the personal  
 28 property;

29 (h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date,  
 30 or after that contact, fails to remove the personal property within 30 days for [*recreational*  
 31 *vehicles,*] manufactured dwellings and floating homes or 15 days for all other personal property, the  
 32 landlord may sell or dispose of the personal property. If the landlord reasonably believes that the  
 33 personal property will be eligible for disposal pursuant to subsection (10)(b) of this section and the  
 34 landlord intends to dispose of the property if the property is not claimed, the notice shall state that  
 35 belief and intent; and

36 (i) If the personal property includes a recreational vehicle, manufactured dwelling or floating  
 37 home and if applicable, there is a lienholder or owner that has a right to claim the recreational  
 38 vehicle, dwelling or home, except as provided by subsection (18) of this section.

39 (6) For purposes of subsection (5) of this section, the specified date by which a tenant, lienholder  
 40 or owner must contact a landlord to arrange for the disposition of abandoned personal property is:

41 (a) For abandoned [*recreational vehicles,*] manufactured dwellings or floating homes, not less than  
 42 45 days after personal delivery or mailing of the notice; or

43 (b) For all other abandoned personal property, **including recreational vehicles**, not less than  
 44 five days after personal delivery or eight days after mailing of the notice.

45 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:

1 (a) Shall store any abandoned manufactured dwelling or floating home on the rented space and  
 2 shall exercise reasonable care for the dwelling or home;

3 (b) Shall store all other abandoned personal property of the tenant, including goods left inside  
 4 a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside  
 5 a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable  
 6 care for the personal property, except that the landlord may:

7 (A) Promptly dispose of rotting food; and

8 (B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal  
 9 control agency will not remove the abandoned pets or livestock, the landlord shall exercise reason-  
 10 able care for the animals given all the circumstances, including the type and condition of the ani-  
 11 mals, and may give the animals to an agency that is willing and able to care for the animals, such  
 12 as a humane society or similar organization;

13 (c) Except for manufactured dwellings and floating homes, may store the abandoned personal  
 14 property at the dwelling unit, move and store it elsewhere on the premises or move and store it at  
 15 a commercial storage company or other place of safekeeping; and

16 (d) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-  
 17 posal, including any cost of removal to a place of storage. In the case of an abandoned manufactured  
 18 dwelling or floating home, the storage charge may be no greater than the monthly space rent last  
 19 payable by the tenant.

20 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)  
 21 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-  
 22 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-  
 23 sonal property from the premises or from the place of safekeeping, the landlord must make that  
 24 personal property available for removal by the tenant, lienholder or owner by appointment at rea-  
 25 sonable times during the 15 days or, in the case of a [*recreational vehicle,*] manufactured dwelling  
 26 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-  
 27 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of  
 28 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment  
 29 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the  
 30 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such  
 31 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS  
 32 90.412 or 90.417.

33 (9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or  
 34 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the  
 35 time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the per-  
 36 sonal property within the time required by subsection (8) of this section or by any date agreed to  
 37 with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is con-  
 38 clusively presumed to be abandoned. The tenant and any lienholder or owner that have been given  
 39 notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution  
 40 of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest  
 41 to the personal property and may not claim or sell the property.

42 (10) If the personal property is presumed to be abandoned under subsection (9) of this section,  
 43 the landlord then may:

44 (a) Sell the personal property at a public or private sale, provided that prior to the sale of a  
 45 recreational vehicle, manufactured dwelling or floating home:

1 (A) The landlord may seek to transfer ownership of record of the personal property by comply-  
 2 ing with the requirements of the appropriate state agency; and

3 (B) The landlord shall:

4 (i) Place a notice in a newspaper of general circulation in the county in which the recreational  
 5 vehicle, manufactured dwelling or floating home is located. The notice shall state:

6 (I) That the recreational vehicle, manufactured dwelling or floating home is abandoned;

7 (II) The tenant's and owner's name, if of record or actually known to the landlord;

8 (III) The address and any space number where the recreational vehicle, manufactured dwelling  
 9 or floating home is located, and any plate, registration or other identification number for a recre-  
 10 ational vehicle or floating home noted on the certificate of title, if actually known to the landlord;

11 (IV) Whether the sale is by private bidding or public auction;

12 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be  
 13 accepted; and

14 (VI) The name and telephone number of the person to contact to inspect the recreational vehi-  
 15 cle, manufactured dwelling or floating home;

16 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-  
 17 subparagraph (i) of this subparagraph to the tenant and to any lienholder and owner, by personal  
 18 delivery or first class mail, except that for any lienholder, mail service must be by first class mail  
 19 with certificate of mailing;

20 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-  
 21 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two  
 22 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;  
 23 and

24 (iv) Obtain written proof from the county that all property taxes and assessments on the manu-  
 25 factured dwelling or floating home have been paid or, if not paid, that the county has authorized the  
 26 sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;

27 (b) Destroy or otherwise dispose of the personal property if the landlord determines that:

28 (A) For a manufactured dwelling or floating home, the current market value of the property is  
 29 \$8,000 or less as determined by the county assessor; *[or]*

30 **(B) For a recreational vehicle, the current market value of the vehicle is \$4,000 or less;**  
 31 **or**

32 *[(B)]* (C) For all other personal property, the reasonable current fair market value is \$1,000 or  
 33 less or so low that the cost of storage and conducting a public sale probably exceeds the amount  
 34 that would be realized from the sale; or

35 (c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or  
 36 otherwise dispose of the remaining personal property.

37 (11)(a) A public or private sale authorized by this section must:

38 (A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consistent  
 39 with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the  
 40 method, manner, time, place and terms must be commercially reasonable; or

41 (B) For all other personal property, be conducted under the provisions of ORS 79.0610.

42 (b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal  
 43 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-  
 44 lord shall destroy or otherwise dispose of the personal property.

45 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the

1 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition  
 2 of the dwelling or home to:

3 (a) A buyer of the dwelling or home at a sale pursuant to subsection (10)(a) of this section, with  
 4 or without consideration; or

5 (b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursu-  
 6 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.

7 (13)(a) The landlord may deduct from the proceeds of the sale:

8 (A) The reasonable or actual cost of notice, storage and sale; and

9 (B) Unpaid rent.

10 (b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts  
 11 listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to  
 12 the county tax collector to the extent of any unpaid property taxes and assessments owed on the  
 13 dwelling or home.

14 (c) If the sale was of a recreational vehicle, manufactured dwelling or floating home, after de-  
 15 ducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord  
 16 shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance  
 17 owed on the lien on the recreational vehicle, dwelling or home.

18 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-  
 19 cable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together with  
 20 an itemized accounting.

21 (e) If the tenant or owner cannot after due diligence be found, the landlord shall deposit the  
 22 remaining proceeds with the county treasurer of the county in which the sale occurred. If not  
 23 claimed within three years, the deposited proceeds revert to the general fund of the county and are  
 24 available for general purposes.

25 (14) The county tax collector shall cancel all unpaid property taxes and assessments owed on  
 26 a manufactured dwelling or floating home, as provided under ORS 311.790, only under one of the  
 27 following circumstances:

28 (a) The landlord disposes of the manufactured dwelling or floating home after a determination  
 29 described in subsection (10)(b) of this section.

30 (b) There is no buyer of the manufactured dwelling or floating home at a sale described under  
 31 subsection (11) of this section.

32 (c)(A) There is a buyer of the manufactured dwelling or floating home at a sale described under  
 33 subsection (11) of this section;

34 (B) The current market value of the manufactured dwelling or floating home is \$8,000 or less;  
 35 and

36 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments  
 37 owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13) of this  
 38 section.

39 (d)(A) The landlord buys the manufactured dwelling or floating home at a sale described under  
 40 subsection (11) of this section;

41 (B) The current market value of the manufactured dwelling or floating home is more than \$8,000;

42 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments  
 43 owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to  
 44 subsection (13) of this section; and

45 (D) The landlord disposes of the manufactured dwelling or floating home.

1 (15) The landlord is not responsible for any loss to the tenant, lienholder or owner resulting  
 2 from storage of personal property in compliance with this section unless the loss was caused by the  
 3 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the  
 4 landlord is liable for twice the actual damages sustained by the tenant, lienholder or owner.

5 (16) Complete compliance in good faith with this section shall constitute a complete defense in  
 6 any action brought by a tenant, lienholder or owner against a landlord for loss or damage to such  
 7 personal property disposed of pursuant to this section.

8 (17) If a landlord does not comply with this section:

9 (a) The tenant is relieved of any liability for damage to the premises caused by conduct that  
 10 was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the  
 11 landlord up to twice the actual damages sustained by the tenant;

12 (b) A lienholder or owner aggrieved by the noncompliance may recover from the landlord the  
 13 actual damages sustained by the lienholder or owner. ORS 90.255 does not authorize an award of  
 14 attorney fees to the prevailing party in any action arising under this paragraph; and

15 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the  
 16 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the  
 17 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to  
 18 the prevailing party in any action arising under this paragraph.

19 (18) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home,  
 20 the provisions of this section regarding the rights and responsibilities of a tenant to the abandoned  
 21 vehicle, dwelling or home also apply to any lienholder except that the lienholder may not sell or  
 22 remove the vehicle, dwelling or home unless:

23 (a) The lienholder has foreclosed its lien on the recreational vehicle, manufactured dwelling or  
 24 floating home;

25 (b) The tenant or a personal representative or designated person described in subsection (20)  
 26 of this section has waived all rights under this section pursuant to subsection (26) of this section;  
 27 or

28 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-  
 29 pired.

30 (19)(a) In the case of an abandoned manufactured dwelling or floating home but not including  
 31 a dwelling or home abandoned following a termination pursuant to ORS 90.429 and except as pro-  
 32 vided by subsection (20)(d) and (e) of this section, if a lienholder makes a timely response to a notice  
 33 of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests,  
 34 a landlord shall enter into a written storage agreement with the lienholder providing that the  
 35 dwelling or home may not be sold or disposed of by the landlord for up to 12 months. A storage  
 36 agreement entitles the lienholder to store the personal property on the previously rented space  
 37 during the term of the agreement, but does not entitle anyone to occupy the personal property.

38 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant, owner  
 39 or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee  
 40 to remove or sell the dwelling or home within the allotted time.

41 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
 42 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
 43 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
 44 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
 45 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord

1 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
2 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
3 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy  
4 to the landlord within the 60-day period.

5 (d) The storage agreement may require, in addition to other provisions agreed to by the landlord  
6 and the lienholder, that:

7 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-  
8 section (7)(d) of this section, accruing from the commencement of the 45-day period described in  
9 subsection (6) of this section. A storage charge may include a utility or service charge, as described  
10 in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if in-  
11 cidental to the storage of personal property. A storage charge may not be due more frequently than  
12 monthly;

13 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-  
14 quired in the agreement, if the amount of the late charge is no greater than for late charges de-  
15 scribed in the rental agreement between the landlord and the tenant; and

16 (C) The lienholder maintain the personal property and the space on which the personal property  
17 is stored in a manner consistent with the rights and obligations described in the rental agreement  
18 between the landlord and the tenant.

19 (e) During the term of an agreement described under this subsection, the lienholder has the right  
20 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a  
21 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a  
22 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the  
23 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions  
24 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on  
25 the rented space and become a tenant. The landlord also may condition approval for occupancy of  
26 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

27 (f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement  
28 by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the  
29 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the  
30 notice period, the agreement terminates as provided and the landlord may sell or dispose of the  
31 dwelling or home without further notice to the lienholder.

32 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph  
33 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the  
34 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the  
35 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder  
36 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder  
37 corrects the violation within the notice period, the agreement terminates as provided and the land-  
38 lord may sell or dispose of the property without further notice to the lienholder.

39 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written  
40 notice to the landlord and may remove the property from the rented space if the lienholder has paid  
41 all storage charges and other charges as provided in the agreement.

42 (g) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-  
43 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder  
44 has sold or removed the manufactured dwelling or floating home, the landlord may sell or dispose  
45 of the property pursuant to this section without further notice to the lienholder.

1 (20) If the personal property is a manufactured dwelling or floating home and is considered  
 2 abandoned as a result of the death of a tenant who was the only tenant and who owned the dwelling  
 3 or home, this section applies, except as follows:

4 (a) The following persons have the same rights and responsibilities regarding the abandoned  
 5 dwelling or home as a tenant:

6 (A) Any personal representative named in a will or appointed by a court to act for the deceased  
 7 tenant.

8 (B) Any person designated in writing by the tenant to be contacted by the landlord in the event  
 9 of the tenant's death.

10 (b) The notice required by subsection (3) of this section must be:

11 (A) Sent by first class mail to the deceased tenant at the premises; and

12 (B) Personally delivered or sent by first class mail to any personal representative or designated  
 13 person, if actually known to the landlord.

14 (c) The notice described in subsection (5) of this section must refer to any personal represen-  
 15 tative or designated person, instead of the deceased tenant, and must incorporate the provisions of  
 16 this subsection.

17 (d) If a personal representative, designated person or other person entitled to possession of the  
 18 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period  
 19 provided by subsection (6) of this section and so requests, the landlord shall enter into a written  
 20 storage agreement with the representative or person providing that the dwelling or home may not  
 21 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-  
 22 ceedings, whichever is later. A storage agreement entitles the representative or person to store the  
 23 personal property on the previously rented space during the term of the agreement, but does not  
 24 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may  
 25 not enter a similar agreement with a lienholder pursuant to subsection (19) of this section until the  
 26 agreement with the personal representative or designated person ends.

27 (e) If a personal representative or other person requests that a landlord enter into a storage  
 28 agreement, subsection (19)(c), (d) and (f)(C) of this section applies, with the representative or person  
 29 having the rights and responsibilities of a lienholder with regard to the storage agreement.

30 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
 31 resentative or person has the right to remove or sell the dwelling or home, including a sale to a  
 32 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave  
 33 the dwelling or home on the rented space and become a tenant, subject to any conditions previously  
 34 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,  
 35 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-  
 36 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling  
 37 or home on the rented space and become a tenant. The landlord also may condition approval for  
 38 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid  
 39 storage charges and maintenance costs.

40 (g) If the representative or person violates the storage agreement, the landlord may terminate  
 41 the agreement by giving at least 30 days' written notice to the representative or person stating facts  
 42 sufficient to notify the representative or person of the reason for the termination. Unless the rep-  
 43 resentative or person corrects the violation within the notice period, the agreement terminates as  
 44 provided and the landlord may sell or dispose of the dwelling or home without further notice to the  
 45 representative or person.



1 (h) Upon the failure of a representative or person to enter into a storage agreement as provided  
2 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the  
3 representative or person has sold or removed the manufactured dwelling or floating home, the  
4 landlord may sell or dispose of the property pursuant to this section without further notice to the  
5 representative or person.

6 (21) If the personal property is other than a manufactured dwelling or floating home and is  
7 considered abandoned as a result of the death of a tenant who was the only tenant and who owned  
8 the personal property, this section applies except as follows:

9 (a) The following persons have the same rights and responsibilities regarding the abandoned  
10 personal property as a tenant:

11 (A) An heir or devisee.

12 (B) Any personal representative named in a will or appointed by a court to act for the deceased  
13 tenant.

14 (C) Any person designated in writing by the tenant to be contacted by the landlord in the event  
15 of the tenant's death.

16 (b) The notice required by subsection (3) of this section must be:

17 (A) Sent by first class mail to the deceased tenant at the premises;

18 (B) Personally delivered or sent by first class mail to any heir, devisee, personal representative  
19 or designated person, if actually known to the landlord; and

20 (C) Sent by first class mail to the attention of an estate administrator of the State Treasurer.

21 (c) The notice described in subsection (5) of this section must refer to the heir, devisee, personal  
22 representative, designated person or estate administrator of the State Treasurer, instead of the de-  
23 ceased tenant, and must incorporate the provisions of this subsection.

24 (d) The landlord shall allow a person that is an heir, devisee or personal representative of the  
25 tenant, or an estate administrator of the State Treasurer, to remove the personal property if the  
26 person contacts the landlord within the period provided by subsection (6) of this section, complies  
27 with the requirements of this section and provides the landlord with reasonable evidence that the  
28 person is an heir, devisee or personal representative, or an estate administrator of the State  
29 Treasurer.

30 (e) If no heir, devisee or personal representative of the tenant, or no estate administrator of the  
31 State Treasurer, contacts the landlord within the time period provided by subsection (6) of this  
32 section, the landlord shall allow removal of the personal property by the designated person of the  
33 tenant, if the designated person contacts the landlord within that period and complies with the re-  
34 quirements of this section and provides the landlord with reasonable evidence that the person is the  
35 designated person.

36 (f) A landlord who allows removal of personal property under this subsection is not liable to  
37 another person that has a claim or interest in the personal property.

38 (22) If a governmental agency determines that the condition of a manufactured dwelling[,] **or**  
39 floating home [*or recreational vehicle*] abandoned under this section constitutes an extreme health  
40 or safety hazard under state or local law and the agency determines that the hazard endangers  
41 others in the immediate vicinity and requires quick removal of the property, the landlord may sell  
42 or dispose of the property pursuant to this subsection. The landlord shall comply with all provisions  
43 of this section, except as follows:

44 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, owner,  
45 personal representative or designated person must contact a landlord to arrange for the disposition

1 of the property must be not less than 15 days after personal delivery or mailing of the notice re-  
 2 quired by subsection (3) of this section.

3 (b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder,  
 4 owner, personal representative or designated person must remove the property must be not less than  
 5 seven days after the tenant, lienholder, owner, personal representative or designated person contacts  
 6 the landlord.

7 (c) The notice required by subsection (3) of this section must be as provided in subsection (5)  
 8 of this section, except that:

9 (A) The dates and deadlines in the notice for contacting the landlord and removing the property  
 10 must be consistent with this subsection;

11 (B) The notice must state that a governmental agency has determined that the property consti-  
 12 tutes an extreme health or safety hazard and must be removed quickly; and

13 (C) The landlord shall attach a copy of the agency's determination to the notice.

14 (d) If the tenant, a lienholder, owner, personal representative or designated person does not re-  
 15 move the property within the time allowed, the landlord or a buyer at a sale by the landlord under  
 16 subsection (11) of this section shall promptly remove the property from the facility.

17 (e) A landlord is not required to enter into a storage agreement with a lienholder, owner, per-  
 18 sonal representative or designated person pursuant to subsection (19) of this section.

19 (23)(a) If an official or agency referred to in ORS 453.876 notifies the landlord that the official  
 20 or agency has determined that all or part of the premises is unfit for use as a result of the presence  
 21 of an illegal drug manufacturing site involving methamphetamine, and the landlord complies with  
 22 this subsection, the landlord is not required to comply with subsections (1) to (22) and (24) to (27)  
 23 of this section with regard to personal property left on the portion of the premises that the official  
 24 or agency has determined to be unfit for use.

25 (b) Upon receiving notice from an official or agency determining the premises to be unfit for use,  
 26 the landlord shall promptly give written notice to the tenant as provided in subsection (3) of this  
 27 section. The landlord shall also attach a copy of the notice in a secure manner to the main entrance  
 28 of the dwelling unit. The notice to the tenant shall include a copy of the official's or agency's notice  
 29 and state:

30 (A) That the premises, or a portion of the premises, has been determined by an official or agency  
 31 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a  
 32 result subsections (1) to (22) and (24) to (27) of this section do not apply to personal property left  
 33 on any portion of the premises determined to be unfit for use;

34 (B) That the landlord has hired, or will hire, a contractor to assess the level of contamination  
 35 of the site and to decontaminate the site;

36 (C) That upon hiring the contractor, the landlord will provide to the tenant the name, address  
 37 and telephone number of the contractor; and

38 (D) That the tenant may contact the contractor to determine whether any of the tenant's per-  
 39 sonal property may be removed from the premises or may be decontaminated at the tenant's expense  
 40 and then removed.

41 (c) To the extent consistent with rules of the Department of Human Services, the contractor  
 42 may release personal property to the tenant.

43 (d) If the contractor and the department determine that the premises or the tenant's personal  
 44 property is not unfit for use, upon notification by the department of the determination, the landlord  
 45 shall comply with subsections (1) to (22) and (24) to (27) of this section for any personal property left

1 on the premises.

2 (e) Except as provided in paragraph (d) of this subsection, the landlord is not responsible for  
3 storing or returning any personal property left on the portion of the premises that is unfit for use.

4 (24) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home  
5 that is owned by someone other than the tenant, the provisions of this section regarding the rights  
6 and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that owner,  
7 with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside the  
8 vehicle, dwelling or home.

9 (25) In the case of an abandoned motor vehicle, **including a recreational vehicle**, the procedure  
10 authorized by ORS 98.830 for removal of abandoned motor vehicles from private property may be  
11 used by a landlord as an alternative to the procedures required in this section.

12 (26)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-  
13 plying with subsections (1) to (25) and (27) of this section if, after termination of the tenancy or no  
14 more than seven days prior to the termination of the tenancy, the following parties so agree in a  
15 writing entered into in good faith:

16 (A) The landlord;

17 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only  
18 tenant, the personal representative, designated person or other person entitled to possession of the  
19 personal property, such as an heir or devisee, as described in subsection (20) or (21) of this section;  
20 and

21 (C) In the case of a manufactured dwelling, floating home or recreational vehicle, any owner and  
22 any lienholder.

23 (b) A landlord may not, as part of a rental agreement, require a tenant, a personal represen-  
24 tative, a designated person or any lienholder or owner to waive any right provided by this section.

25 (27) Until personal property is conclusively presumed to be abandoned under subsection (9) of  
26 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-  
27 erty.

28 **SECTION 5.** ORS 90.555 is amended to read:

29 90.555. (1) As used in this section:

30 (a) "Actively markets for sale" means that the facility tenant:

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

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

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

35 (b) "Facility landlord" means the landlord of the facility.

36 (c) "Facility tenant" means the owner of the manufactured dwelling or floating home, who is the  
37 tenant of the facility landlord under the rental agreement.

38 (d) "Rental agreement" means the rental agreement between the facility landlord and facility  
39 tenant.

40 (e) "Renter" means a person other than the facility tenant who is lawfully occupying the man-  
41 ufactured dwelling or floating home under a subleasing agreement.

42 (f) "Subleasing agreement" means the written agreement between the facility landlord, facility  
43 tenant, and renter concerning the occupancy of the renter and the rights of the parties.

44 (2) A facility tenant may not rent the facility tenant's manufactured dwelling or floating home  
45 to another person for a period exceeding three days unless the facility landlord, facility tenant and

1 renter enter into a written subleasing agreement specifying the rights and obligations of the facility  
2 landlord, facility tenant and renter during the renter's occupancy of the dwelling or home. The  
3 subleasing agreement shall require the renter to timely pay to the facility landlord the space rent,  
4 any separately assessed fees payable under the rental agreement and any separately billed utility  
5 or service charge described in ORS 90.560 to 90.584. The subleasing agreement shall also grant the  
6 renter the same rights as the facility tenant to cure a violation of the rental agreement for the fa-  
7 cility space, to require the facility landlord to comply with ORS 90.730 and to be protected from  
8 retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to sub-  
9 lease to a renter in violation of the rental agreement.

10 (3) Notwithstanding ORS 90.100 ~~[(48)]~~ (49), a facility tenant who enters into a subleasing  
11 agreement remains the tenant of the facility space and retains all rights and obligations under the  
12 rental agreement and this chapter. The occupancy by a renter does not constitute abandonment of  
13 the dwelling or home by the facility tenant.

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

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

20 (a) Without cause by giving the renter written notice not less than 30 days prior to the termi-  
21 nation;

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

24 (c) Subject to the right to cure:

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

26 (B) For any conduct by the renter that would be a violation of the rental agreement under ORS  
27 90.396 or 90.398 if committed by the facility tenant.

28 (6) Upon termination of a subleasing agreement by the facility landlord, whether with or without  
29 cause, the renter and the facility tenant are excused from continued performance under any sub-  
30 leasing agreement.

31 (7)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the fa-  
32 cility tenant of a rental agreement violation, a law or ordinance violation or the facility's closure,  
33 conversion or sale, the landlord shall also promptly give a copy of the notice to the renter. The  
34 giving of notice to the renter does not constitute notice to the facility tenant unless the facility  
35 tenant has expressly appointed the renter as the facility tenant's agent for purposes of receiving  
36 notice.

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

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

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

45 (8) Before entering into a sublease agreement, the facility landlord may screen a renter under

1 ORS 90.303, but may not apply to the renter credit and conduct screening criteria that is more re-  
 2 strictive than the landlord applies to applicants for a tenancy of a dwelling or home that is either  
 3 owned by the landlord or on consignment with the landlord under ORS 90.680.

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

9 **SECTION 6.** ORS 90.634 is amended to read:

10 90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwelling unit rent against a  
 11 manufactured dwelling or floating home located in a facility. Notwithstanding ORS 90.100 [(48)] (49)  
 12 and 90.675 and regardless of whether the owner of a manufactured dwelling or floating home occu-  
 13 pies the dwelling or home as a residence, a facility landlord that is entitled to unpaid rent and re-  
 14 ceives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161  
 15 may sell or dispose of the dwelling or home as provided in ORS 90.675.

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

26 **SECTION 7. The amendments to ORS 90.100, 90.230, 90.425, 90.555, 90.634 and 105.124 by**  
 27 **sections 1 to 6 of this 2023 Act apply to residential tenancies and vacation occupancies en-**  
 28 **tered into on or after the effective date of this 2023 Act.**

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