

# Senate Bill 1069

Sponsored by Senators JAMA, ANDERSON; Senators KNOPP, MEEK, WOODS, Representatives DEXTER, HELFRICH, TRAN

## 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**.

Allows residential landlord and tenant to agree to provide written notices by electronic messages and allow landlord to refund moneys by electronic means.

## A BILL FOR AN ACT

1  
2 Relating to residential tenancies; amending ORS 90.150, 90.155, 90.300, 90.412, 90.414, 90.425, 90.630,  
3 90.632 and 90.675.

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

5 **SECTION 1.** ORS 90.155 is amended to read:

6 90.155. (1) Except as provided in ORS 90.300, 90.315, 90.425 and 90.675, where this chapter re-  
7 quires written notice, service or delivery of that written notice shall be executed by one or more  
8 of the following methods:

9 (a) Personal delivery to the landlord or tenant[;].

10 (b) First class mail to the landlord or tenant[; *or*].

11 (c) If **allowed under** a written rental agreement [*so provides*], both first class mail and attach-  
12 ment to a designated location. In order for a written rental agreement to provide for mail and at-  
13 tachment service of written notices from the landlord to the tenant, the agreement must also provide  
14 for such service of written notices from the tenant to the landlord. Mail and attachment service of  
15 written notices shall be executed as follows:

16 (A) For written notices from the landlord to the tenant, the first class mail notice copy shall  
17 be addressed to the tenant at the premises and the second notice copy shall be attached in a secure  
18 manner to the main entrance to that portion of the premises of which the tenant has possession; and

19 (B) For written notices from the tenant to the landlord, the first class mail notice copy shall be  
20 addressed to the landlord at an address as designated in the written rental agreement and the sec-  
21 ond notice copy shall be attached in a secure manner to the landlord's designated location, which  
22 shall be described with particularity in the written rental agreement, reasonably located in relation  
23 to the tenant and available at all hours.

24 **(d) If allowed under a written rental agreement, electronic messages, including electronic**  
25 **mail. Written notice from a landlord to a tenant under this paragraph is not valid unless:**

26 **(A) The agreement specifies the electronic mail address or electronic location at which**  
27 **a landlord agrees to receive electronic message as written notice from the tenant; and**

28 **(B) The landlord delivers the notice to all electronic mail addresses of the tenant that**  
29 **are on file with the landlord or to any other electronic location specified in a written rental**  
30 **agreement, including addresses provided by the tenant during the tenancy, from an elec-**  
31 **tronic mail address or electronic location of the landlord that was specified in the written**

**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 **rental agreement.**

2 (2) If a notice is served by mail, the minimum period for compliance or termination of tenancy,  
3 as appropriate, shall be extended by three days, and the notice shall include the extension in the  
4 period provided.

5 (3) A landlord or tenant may utilize alternative methods of notifying the other so long as the  
6 alternative method is in addition to one of the service methods described in subsection (1) of this  
7 section.

8 (4) After 30 days' written notice, a landlord may unilaterally amend a rental agreement for a  
9 manufactured dwelling or floating home that is subject to ORS 90.505 to 90.850 to provide for service  
10 or delivery of written notices by mail and attachment service as provided by subsection (1)(c) of this  
11 section.

12 **SECTION 2.** ORS 90.150 is amended to read:

13 90.150. When this chapter requires actual notice, service or delivery of that notice shall be ex-  
14 ecuted by one or more of the following methods:

15 (1) Verbal notice that is given personally to the landlord or tenant or left on the landlord's or  
16 tenant's telephone answering device.

17 **(2) Written notice given to the landlord or tenant under ORS 90.155.**

18 *[(2) Written notice that is personally delivered to the landlord or tenant, left at the landlord's rental  
19 office, sent by facsimile to the landlord's residence or rental office or to the tenant's dwelling unit, or  
20 attached in a secure manner to the main entrance of the landlord's residence or tenant's dwelling  
21 unit.]*

22 *[(3) Written notice that is delivered by first class mail to the landlord or tenant. If the notice is  
23 mailed, the notice shall be considered served three days after the date the notice was mailed.]*

24 *[(4)]* (3) Any other method reasonably calculated to achieve actual receipt of notice, as agreed  
25 to and described in a written rental agreement.

26 **SECTION 3.** ORS 90.300 is amended to read:

27 90.300. (1) As used in this section, "security deposit" includes any last month's rent deposit.

28 (2)(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a  
29 security deposit. The landlord shall provide the tenant with a receipt for any security deposit the  
30 tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party  
31 to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim  
32 of a creditor of the landlord, including a trustee in bankruptcy.

33 (b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises  
34 at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid  
35 rent and is bound by this section.

36 (3) A written rental agreement, if any, must list a security deposit paid by a tenant or required  
37 by a landlord.

38 (4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or  
39 companion animal that a tenant with a disability requires as a reasonable accommodation under fair  
40 housing laws.

41 (5)(a) Except as otherwise provided in this subsection, a landlord may not change the rental  
42 agreement to require the tenant to pay a new or increased security deposit during the first year  
43 after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an  
44 additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental  
45 agreement to permit a pet or for other cause and the additional deposit relates to the modification.

1 This paragraph does not prevent a landlord from collecting a security deposit that an initial rental  
2 agreement provided for but that remained unpaid at the time the tenancy began.

3 (b) If a landlord requires a new or increased security deposit after the first year of the tenancy,  
4 the landlord shall allow the tenant at least three months to pay the new or increased deposit.

5 (6) The landlord may claim all or part of the security deposit only if the landlord required the  
6 security deposit for any or all of the purposes specified in subsection (7) of this section.

7 (7)(a) The landlord may claim from the security deposit only the amount reasonably necessary:

8 (A) To remedy the tenant's defaults in the performance of the rental agreement including, but  
9 not limited to, unpaid rent; and

10 (B) To repair damages to the premises caused by the tenant, not including ordinary wear and  
11 tear.

12 (b) A landlord is not required to repair damage caused by the tenant in order for the landlord  
13 to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses  
14 under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The land-  
15 lord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair  
16 work.

17 (c) Defaults and damages for which a landlord may recover under this subsection include, but  
18 are not limited to:

19 (A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

20 (i) The cleaning is performed by use of a machine specifically designed for cleaning or  
21 shampooing carpets;

22 (ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant  
23 use of the carpet and before the tenant took possession; and

24 (iii) The written rental agreement provides that the landlord may deduct the cost of carpet  
25 cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession  
26 as described in ORS 90.147.

27 (B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for  
28 which the tenant is responsible under this subsection if the cleaning or repairs are performed in a  
29 timely manner.

30 (8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent  
31 to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in  
32 a month-to-month tenancy.

33 (9) The landlord must apply any last month's rent deposit to the rent due for the last month of  
34 the tenancy:

35 (a) When either the landlord or the tenant gives to the other a notice of termination, pursuant  
36 to this chapter, other than a notice of termination under ORS 90.394;

37 (b) When the landlord and tenant agree to terminate the tenancy; or

38 (c) When the tenancy terminates in accordance with the provisions of a written rental agree-  
39 ment for a term tenancy.

40 (10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section  
41 any portion of a last month's rent deposit the landlord does not apply as provided under subsection  
42 (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the  
43 landlord to apply a last month's rent deposit to rent due for any period other than the last month  
44 of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a  
45 written rental agreement provides otherwise.

1 (11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the  
 2 same manner this section requires for security deposits, the unused balance of any prepaid rent the  
 3 landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other  
 4 provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount  
 5 reasonably necessary to pay the tenant's unpaid rent.

6 (12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after  
 7 the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a  
 8 written accounting that states specifically the basis or bases of the claim. The landlord shall give  
 9 a separate accounting for security deposits and for prepaid rent.

10 (13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion  
 11 of the security deposit or prepaid rent that the landlord does not claim in the manner provided by  
 12 subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the  
 13 tenant delivers possession to the landlord. **If allowed under a written rental agreement, the**  
 14 **landlord may return any amount due under this subsection by electronic means.**

15 (14) The landlord shall give the written accounting required under subsection (12) of this section  
 16 or shall return the security deposit or prepaid rent as required by subsection (13) of this section by  
 17 personal delivery or by first class mail **or, if allowed under ORS 90.155 (1)(d), by electronic**  
 18 **means.**

19 (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured  
 20 dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the  
 21 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-  
 22 scribed in subsections (12) and (13) of this section commences on the earliest of:

23 (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);

24 (b) Removal of the manufactured dwelling or floating home from the rented space;

25 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS  
 26 90.425 (10)(b) or 90.675 (10)(b); or

27 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675  
 28 (10)(a).

29 (16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad  
 30 faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant  
 31 under this chapter or the rental agreement, the tenant may recover the money due in an amount  
 32 equal to twice the amount:

33 (a) Withheld without a written accounting under subsection (12) of this section; or

34 (b) Withheld in bad faith.

35 (17)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable  
 36 property, as provided in ORS 18.618.

37 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS  
 38 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall  
 39 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is  
 40 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the  
 41 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-  
 42 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the  
 43 tenant after the garnishment, the landlord is not required to refund or account for the security de-  
 44 posit or prepaid rent under subsection (11) of this section.

45 (18) This section does not preclude the landlord or tenant from recovering other damages under

1 this chapter.

2 **SECTION 4.** ORS 90.412 is amended to read:

3 90.412. (1) As used in this section and ORS 90.414 and 90.417, "rent" does not include funds paid  
4 to a landlord:

5 (a) Under the United States Housing Act of 1937 (42 U.S.C. 1437f).

6 (b) By any other local, state or federal housing assistance program.

7 (2) Except as otherwise provided in this section, a landlord waives the right to terminate a  
8 rental agreement for a particular violation of the rental agreement or of law if the landlord:

9 (a) During three or more separate rental periods, accepts rent with knowledge of the violation  
10 by the tenant; or

11 (b) Accepts performance by a tenant that varies from the terms of the rental agreement.

12 (3) A landlord has not accepted rent for purposes of subsection (2) of this section if:

13 (a) Within 10 days after receipt of the rent payment, the landlord refunds the rent; or

14 (b) The rent payment is made in the form of a check that is dishonored.

15 (4) A landlord does not waive the right to terminate a rental agreement for a violation under  
16 any of the following circumstances:

17 (a) The landlord and tenant agree otherwise after the violation has occurred.

18 (b) The violation concerns the tenant's conduct and, following the violation but prior to ac-  
19 ceptance of rent for three rental periods or performance as described in subsection (2) of this sec-  
20 tion, the landlord gives a written warning notice to the tenant regarding the violation that:

21 (A) Describes specifically the conduct that constitutes the violation, either as a separate and  
22 distinct violation, a series or group of violations or a continuous or ongoing violation;

23 (B) States that the tenant is required to discontinue the conduct or correct the violation; and

24 (C) States that a reoccurrence of the conduct that constitutes a violation may result in a ter-  
25 mination of the tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630.

26 (c) The violation concerns the tenant's failure to pay money owed to the landlord for damage  
27 to the premises, damage to any other structure located upon the grounds, utility charges, fees or  
28 deposits and, following the violation but prior to the acceptance of rent for three rental periods or  
29 performance as described in subsection (2) of this section, the landlord gives a written warning no-  
30 tice to the tenant regarding the violation that:

31 (A) Describes specifically the basis of the claim and the amount of money owed that constitutes  
32 the violation;

33 (B) States that the tenant is required to correct the violation by paying the money owed; and

34 (C) States that continued nonpayment of the money owed that constitutes a violation may result  
35 in a termination of the tenancy pursuant to ORS 90.392.

36 (d) The tenancy consists of rented space for a manufactured dwelling or floating home as de-  
37 scribed in ORS 90.505, and the violation concerns:

38 (A) Disrepair or deterioration of the manufactured dwelling or floating home pursuant to ORS  
39 90.632; or

40 (B) A failure to maintain the rented space, as provided by ORS 90.740 (2), (4)(b) and (4)(h) and  
41 (i).

42 (e) The termination is under ORS 90.396.

43 (f) The landlord accepts:

44 (A) A last month's rent deposit collected at the beginning of the tenancy, regardless of whether  
45 the deposit covers a period beyond a termination date;

1 (B) Rent distributed pursuant to a court order releasing money paid into court as provided by  
 2 ORS 90.370 (1); or

3 (C) Rent paid for a rent obligation not yet due and paid more than one rental period in advance.

4 (5)(a) For a continuous or ongoing violation, the landlord's written warning notice under sub-  
 5 section (4)(b) of this section remains effective for 12 months and may be renewed with a new warn-  
 6 ing notice before the end of the 12 months.

7 (b) For a violation concerning the tenant's failure to pay money owed to the landlord, the  
 8 landlord's written warning notice under subsection (4)(c) of this section remains effective for 12  
 9 months from the date of the tenant's failure to pay the money owed.

10 (6) A landlord that must refund rent under this section **or ORS 90.414** shall make the refund:

11 (a) To the tenant **by personal delivery or first class mail in any form of check or money**  
 12 **or, if allowed under a written rental agreement, the landlord may return any amount due**  
 13 **under this subsection by electronic means;** or

14 (b) **To any** other payer by personal delivery or first class mail. *The refund may be in the form*  
 15 *of the tenant's or other payer's check or* in any *[other]* form of check or money.

16 **SECTION 5.** ORS 90.414 is amended to read:

17 90.414. (1) If a notice of termination has been given by the landlord or the tenant, the following  
 18 do not waive the right of the landlord to terminate on the notice and do not reinstate the tenancy:

19 (a) Except when the notice is a nonpayment of rent termination notice under ORS 90.394, the  
 20 acceptance of rent if:

21 (A) The rent is prorated to the termination date specified in the notice; or

22 (B) The landlord refunds at least the unused balance of the rent prorated for the period beyond  
 23 the termination date within 10 days after receiving the rent payment.

24 (b) Except if the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632, the  
 25 acceptance of rent for a rental period that extends beyond the termination date in the notice, if the  
 26 landlord refunds at least the unused balance of the rent for the period beyond the termination date  
 27 within 10 days after the end of the remedy or correction period described in the applicable notice.

28 (c) If the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632 and pro-  
 29 ceedings have commenced under ORS 105.105 to 105.168 to recover possession of the premises based  
 30 on the termination:

31 (A) The acceptance of rent for a period beyond the expiration of the notice of termination during  
 32 which the tenant remains in possession if:

33 (i) The landlord notifies the tenant in writing in, or after the service of, the notice of termi-  
 34 nation for cause that the acceptance of rent while an action for possession is pending will not waive  
 35 the right to terminate under the notice; and

36 (ii) The rent does not cover a period that extends beyond the date the rent payment is accepted.

37 (B) Service of a nonpayment of rent termination notice under ORS 90.394.

38 (2) The following do not waive the right of the landlord to terminate on a notice of termination  
 39 given by the landlord or the tenant and do not reinstate a tenancy:

40 (a) The acceptance of a last month's rent deposit collected at the beginning of the tenancy,  
 41 whether or not the deposit covers a period beyond a termination date.

42 (b) The acceptance of rent distributed under a court order releasing money that was paid into  
 43 the court as provided under ORS 90.370 (1).

44 (c) The acceptance of rent paid for a rent obligation not yet due and paid more than one rental  
 45 period in advance.

1        *[(3) When a landlord must refund rent under this section, the refund shall be made to the tenant*  
 2 *or other payer by personal delivery or first class mail and may be in the form of the tenant's or other*  
 3 *payer's check or in any other form of check or money.]*

4        **SECTION 6.** ORS 90.425 is amended to read:

5        90.425. (1) As used in this section:

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

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

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

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

21        (e) "Of record" means:

22        (A) For a recreational vehicle that is not more than eight and one-half feet wide, that a security  
 23 interest has been properly recorded with the Department of Transportation pursuant to ORS 802.200  
 24 (1)(a)(A) and 803.097.

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

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

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

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

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

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

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

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

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

7 (a) Personally delivered to the tenant; *[or]*

8 **(b) Delivered by electronic means if allowed under ORS 90.155 (1)(d); or**

9 *[(b)]* (c) Sent by first class mail addressed and mailed to the tenant at:

10 (A) The premises;

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

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

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

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

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

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

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

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

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

27 (A) Actually known to the landlord;

28 (B) Of record; and

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

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

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

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

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

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

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



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

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

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

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

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

20 (a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than  
21 45 days after personal delivery or mailing of the notice; or

22 (b) For all other abandoned personal property, not less than five days after personal delivery  
23 or eight days after mailing of the notice.

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

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

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

31 (A) Promptly dispose of rotting food; and

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

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

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

44 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)  
45 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-

1 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-  
 2 sonal property from the premises or from the place of safekeeping, the landlord must make that  
 3 personal property available for removal by the tenant, lienholder or owner by appointment at rea-  
 4 sonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling  
 5 or floating home, 30 days following the date of the response, subject to subsection (18) of this sec-  
 6 tion. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of  
 7 this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment  
 8 of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the  
 9 tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such  
 10 payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS  
 11 90.412 or 90.417.

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

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

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

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

27 (B) The landlord shall:

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

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

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

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

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

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

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

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

44 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-  
 45 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two

1 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;  
 2 and

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

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

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

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

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

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

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

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

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

22 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the  
 23 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition  
 24 of the dwelling or home to:

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

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

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

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

31 (B) Unpaid rent.

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

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

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

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

1 available for general purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (a) The lienholder has foreclosed its lien on the recreational vehicle, manufactured dwelling or

1 floating home;

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

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

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

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

18 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
19 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
20 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
21 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
22 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord  
23 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
24 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
25 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy  
26 to the landlord within the 60-day period.

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

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

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

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

41 (e) During the term of an agreement described under this subsection, the lienholder has the right  
42 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a  
43 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a  
44 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the  
45 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions

1 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on  
2 the rented space and become a tenant. The landlord also may condition approval for occupancy of  
3 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

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

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

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

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

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

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

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

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

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

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

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

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

39 (d) If a personal representative, designated person or other person entitled to possession of the  
40 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period  
41 provided by subsection (6) of this section and so requests, the landlord shall enter into a written  
42 storage agreement with the representative or person providing that the dwelling or home may not  
43 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-  
44 ceedings, whichever is later. A storage agreement entitles the representative or person to store the  
45 personal property on the previously rented space during the term of the agreement, but does not

1 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may  
2 not enter a similar agreement with a lienholder pursuant to subsection (19) of this section until the  
3 agreement with the personal representative or designated person ends.

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

7 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
8 resentative or person has the right to remove or sell the dwelling or home, including a sale to a  
9 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave  
10 the dwelling or home on the rented space and become a tenant, subject to any conditions previously  
11 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,  
12 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-  
13 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling  
14 or home on the rented space and become a tenant. The landlord also may condition approval for  
15 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid  
16 storage charges and maintenance costs.

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

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

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

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

33 (A) An heir or devisee.

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

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

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

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

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

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

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

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

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

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

15 (22) If a governmental agency determines that the condition of a manufactured dwelling, floating  
16 home or recreational vehicle abandoned under this section constitutes an extreme health or safety  
17 hazard under state or local law and the agency determines that the hazard endangers others in the  
18 immediate vicinity and requires quick removal of the property, the landlord may sell or dispose of  
19 the property pursuant to this subsection. The landlord shall comply with all provisions of this sec-  
20 tion, except as follows:

21 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, owner,  
22 personal representative or designated person must contact a landlord to arrange for the disposition  
23 of the property must be not less than 15 days after personal delivery or mailing of the notice re-  
24 quired by subsection (3) of this section.

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

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

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

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

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

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

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

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



1 or agency has determined to be unfit for use.

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

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

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

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

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

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

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

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

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

31 (25) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 for re-  
32 moval of abandoned motor vehicles from private property may be used by a landlord as an alterna-  
33 tive to the procedures required in this section.

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

38 (A) The landlord;

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

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

45 (b) A landlord may not, as part of a rental agreement, require a tenant, a personal represen-

1 tative, a designated person or any lienholder or owner to waive any right provided by this section.

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

5 **SECTION 7.** ORS 90.675 is amended to read:

6 90.675. (1) As used in this section:

7 (a) “Current market value” means the amount in cash, as determined by the county assessor,  
 8 that could reasonably be expected to be paid for personal property by an informed buyer to an in-  
 9 formed seller, each acting without compulsion in an arm’s-length transaction occurring on the as-  
 10 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

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

15 (c) “Lienholder” means any lienholder of abandoned personal property, if the lien is of record  
 16 or the lienholder is actually known to the landlord.

17 (d) “Of record” means:

18 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-  
 19 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-  
 20 tificate of title issued by the Department of Transportation prior to May 1, 2005.

21 (B) For a floating home, that a security interest has been properly recorded with the State  
 22 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board  
 23 pursuant to ORS 830.715.

24 (e) “Personal property” means only a manufactured dwelling or floating home located in a fa-  
 25 cility and subject to ORS 90.505 to 90.850. “Personal property” does not include goods left inside a  
 26 manufactured dwelling or floating home or left upon a rented space and subject to disposition under  
 27 ORS 90.425.

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

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

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

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

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

42 (a) Personally delivered to the tenant; *[or]*

43 **(b) Delivered by electronic means if allowed under ORS 90.155 (1)(d); or**

44 *[(b)]* (c) Sent by first class mail addressed and mailed to the tenant at:

45 (A) The premises;

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

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

4 (4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section  
5 to:

6 (A) Any lienholder of the personal property;

7 (B) The tax collector of the county where the personal property is located; and

8 (C) The assessor of the county where the personal property is located.

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

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

14 (A) Actually known to the landlord;

15 (B) Of record; and

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

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

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

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

24 (c) The personal property is stored on the rented space;

25 (d) The tenant or any lienholder, except as provided by subsection (19) of this section, may ar-  
26 range for removal of the personal property by contacting the landlord at a described telephone  
27 number or address on or before the specified date;

28 (e) The landlord shall make the personal property available for removal by the tenant or any  
29 lienholder, except as provided by subsection (19) of this section, by appointment at reasonable times;

30 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)  
31 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)  
32 of this section, prior to releasing the personal property to the tenant or any lienholder;

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

36 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to  
37 remove the personal property within 30 days after that contact, the landlord may sell or dispose of  
38 the personal property. If the landlord reasonably believes the county assessor will determine that  
39 the current market value of the personal property is \$8,000 or less, and the landlord intends to  
40 dispose of the property if the property is not claimed, the notice shall state that belief and intent;  
41 and

42 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as  
43 provided by subsection (19) of this section.

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

1 must be not less than 45 days after personal delivery or mailing of the notice.

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

3 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-  
4 ercise reasonable care for the personal property; and

5 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-  
6 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

7 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of  
8 this section or otherwise, responds by actual notice to the landlord on or before the specified date  
9 in the landlord's notice that the tenant or lienholder intends to remove the personal property from  
10 the premises, the landlord must make that personal property available for removal by the tenant or  
11 lienholder by appointment at reasonable times during the 30 days following the date of the response,  
12 subject to subsection (19) of this section. If the personal property is considered to be abandoned  
13 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-  
14 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this  
15 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by  
16 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver  
17 pursuant to ORS 90.412 or 90.417.

18 (9) Except as provided in subsections (19) to (22) of this section, if the tenant or lienholder does  
19 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not  
20 remove the personal property within 30 days after responding to the landlord or by any date agreed  
21 to with the landlord, whichever is later, the personal property is conclusively presumed to be  
22 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)  
23 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-  
24 section (13) of this section, have no further right, title or interest to the personal property and may  
25 not claim or sell the property.

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

28 (a) Sell the personal property at a public or private sale, provided that prior to the sale:

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

31 (B) The landlord shall:

32 (i) Place a notice in a newspaper of general circulation in the county in which the personal  
33 property is located. The notice shall state:

34 (I) That the personal property is abandoned;

35 (II) The tenant's name;

36 (III) The address and any space number where the personal property is located, and any plate,  
37 registration or other identification number for a floating home noted on the title, if actually known  
38 to the landlord;

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

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

42 (VI) The name and telephone number of the person to contact to inspect the personal property;

43 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-  
44 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or  
45 first class mail, except that for any lienholder, mail service must be by first class mail with certif-

1 icate of mailing;

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

6 (iv) Obtain written proof from the county that all property taxes and assessments on the per-  
 7 sonal property have been paid or, if not paid, that the county has authorized the sale, with the sale  
 8 proceeds to be distributed pursuant to subsection (13) of this section; or

9 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the  
 10 county assessor that the current market value of the property is \$8,000 or less.

11 (11)(a) A public or private sale authorized by this section must be conducted consistent with the  
 12 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,  
 13 manner, time, place and terms must be commercially reasonable.

14 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal  
 15 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-  
 16 lord shall destroy or otherwise dispose of the personal property.

17 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the  
 18 condition of personal property, the landlord is not liable for the condition of the personal property  
 19 to:

20 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with  
 21 or without consideration; or

22 (b) A person or nonprofit organization to whom the landlord gives the personal property pursu-  
 23 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

26 (B) Unpaid rent.

27 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall  
 28 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-  
 29 erty taxes and assessments owed on the dwelling or home.

30 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,  
 31 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid  
 32 balance owed on the lien on the personal property.

33 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-  
 34 cable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an item-  
 35 ized accounting.

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

40 (14) The county tax collector and the Department of Revenue shall cancel all unpaid property  
 41 taxes and special assessments as provided under ORS 305.155 and 311.790 only under one of the  
 42 following circumstances:

43 (a) The landlord disposes of the personal property after a determination described in subsection  
 44 (10)(b) of this section.

45 (b) There is no buyer of the personal property at a sale described under subsection (11) of this

1 section and the landlord disposes of the property.

2 (c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this  
3 section;

4 (B) The current market value of the personal property is \$8,000 or less; and

5 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments  
6 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this  
7 section.

8 (d) The landlord buys the personal property at a sale described under subsection (11) of this  
9 section and sells the property, in compliance with subsection (15) of this section, to a buyer who  
10 intends to occupy the property in the facility in which the property is located.

11 (e) The landlord acquires the personal property as a result of an agreement described in sub-  
12 section (24) of this section and sells the property, in compliance with subsection (15) of this section,  
13 to a buyer who intends to occupy the property in the facility in which the property is located.

14 (15)(a) Subsection (14)(d) and (e) of this section apply only if:

15 (A) There exists a lien on the personal property for unpaid property taxes and special assess-  
16 ments owed to a county or to the Department of Revenue and the landlord files an affidavit or  
17 declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

18 (i) The landlord's intent to sell the property in an arm's-length transaction to an unrelated buyer  
19 who intends to occupy the property in the facility in which the property is located; and

20 (ii) That the landlord shall comply with the requirements of this subsection; and

21 (B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files an af-  
22 fidavit or declaration with the county tax collector or the Department of Revenue, as appropriate,  
23 that states:

24 (i) That the landlord has sold the property in an arm's-length transaction to an unrelated buyer  
25 who intends to occupy the property in the facility in which the property is located;

26 (ii) The sale price and a description of the landlord's claims against the property or costs from  
27 the sale, as described under subsection (13)(a) of this section, and any costs of improvements to the  
28 property for sale; and

29 (iii) The period of time, which may not be more than is reasonably necessary, that is taken by  
30 the landlord to complete the sale of the property.

31 (b) After a landlord files the affidavit or declaration under paragraph (a)(A) of this subsection,  
32 the county tax collector shall provide to the landlord a title to the property that the landlord may  
33 then provide to a buyer at the time of the sale of the property.

34 (c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be accom-  
35 panied by:

36 (A) Payment to the county tax collector or the Department of Revenue, as appropriate, of the  
37 amount remaining from the sale proceeds after the deduction of the landlord's claims and costs as  
38 described in the affidavit or declaration, up to the amount of the unpaid taxes or tax lien. The  
39 landlord may retain the amount of the sale proceeds that exceed the amount of the unpaid taxes or  
40 tax lien;

41 (B) Payment to the county tax collector of any county warrant fees; and

42 (C) An affidavit or declaration from the buyer that states the buyer's intent to occupy the  
43 property in the facility in which the property is located.

44 (d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax collector  
45 or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

1 (16) The landlord is not responsible for any loss to the tenant or lienholder resulting from  
2 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 or lienholder.

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

8 (18) 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 aggrieved by the noncompliance may recover from the landlord the actual  
13 damages sustained by the lienholder. ORS 90.255 does not authorize an award of attorney fees to  
14 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 (19) The provisions of this section regarding the rights and responsibilities of a tenant to the  
20 abandoned personal property also apply to any lienholder, except that the lienholder may not sell  
21 or remove the dwelling or home unless:

22 (a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

23 (b) The tenant or a personal representative or designated person described in subsection (21)  
24 of this section has waived all rights under this section pursuant to subsection (24) of this section;  
25 or

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

28 (20)(a) Except as provided by subsection (21)(d) and (e) of this section, if a lienholder makes a  
29 timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of  
30 this section and so requests, a landlord shall enter into a written storage agreement with the  
31 lienholder providing that the personal property may not be sold or disposed of by the landlord for  
32 up to 12 months. A storage agreement entitles the lienholder to store the personal property on the  
33 previously rented space during the term of the agreement, but does not entitle anyone to occupy the  
34 personal property.

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

38 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
39 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
40 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
41 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
42 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord  
43 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
44 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
45 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy

1 to the landlord within the 60-day period. If the tenancy is in a marina, the proposed storage agree-  
2 ment is conditioned upon the tenant not electing to enter into a storage agreement under subsection  
3 (22) of this section.

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

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

12 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-  
13 quired in the agreement, if the amount of the late charge is no greater than for late charges imposed  
14 on facility tenants;

15 (C) The lienholder maintain the personal property and the space on which the personal property  
16 is stored in a manner consistent with the rights and obligations described in the rental agreement  
17 that the landlord currently provides to tenants as required by ORS 90.510 (4); and

18 (D) The lienholder repair any defects in the physical condition of the personal property that  
19 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-  
20 pairs are reasonably described in the storage agreement and, for homes that were first placed on  
21 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-  
22 dards in effect at the time of placement. The lienholder shall have 90 days after entering into the  
23 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-  
24 tutes a violation of the storage agreement and the landlord may terminate the agreement by giving  
25 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of  
26 the reason for termination. Unless the lienholder corrects the violation within the notice period, the  
27 agreement terminates as provided and the landlord may sell or dispose of the property without fur-  
28 ther notice to the lienholder.

29 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge  
30 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no  
31 greater than the increase for other tenants and the landlord gives the lienholder written notice  
32 consistent with the requirements of ORS 90.600.

33 (f) During the term of an agreement described under this subsection, the lienholder has the right  
34 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a  
35 sale to a purchaser who wishes to leave the property on the rented space and become a tenant,  
36 subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any  
37 purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

38 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the  
39 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written  
40 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-  
41 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-  
42 nates as provided and the landlord may sell or dispose of the property without further notice to the  
43 lienholder.

44 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph  
45 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the



1 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the  
2 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder  
3 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder  
4 corrects the violation within the notice period, the agreement terminates as provided and the land-  
5 lord may sell or dispose of the property without further notice to the lienholder.

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

9 (h) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-  
10 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder  
11 has sold or removed the property, the landlord may sell or dispose of the property pursuant to this  
12 section without further notice to the lienholder.

13 (21) If the personal property is considered abandoned as a result of the death of a tenant who  
14 was the only tenant, this section applies, except as follows:

15 (a) The provisions of this section regarding the rights and responsibilities of a tenant to the  
16 abandoned personal property shall apply to any personal representative named in a will or appointed  
17 by a court to act for the deceased tenant or any person designated in writing by the tenant to be  
18 contacted by the landlord in the event of the tenant's death.

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

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

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

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

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

36 (e) If a personal representative or other person requests that a landlord enter into a storage  
37 agreement, subsection (20)(c) to (e) and (g)(C) of this section applies, with the representative or  
38 person having the rights and responsibilities of a lienholder with regard to the storage agreement.

39 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
40 resentative or person has the right to remove or sell the property, including a sale to a purchaser  
41 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property  
42 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also  
43 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-  
44 ment of all unpaid storage charges and maintenance costs.

45 (g) If the representative or person violates the storage agreement, the landlord may terminate

1 the agreement by giving at least 30 days' written notice to the representative or person stating facts  
2 sufficient to notify the representative or person of the reason for the termination. Unless the rep-  
3 resentative or person corrects the violation within the notice period, the agreement terminates as  
4 provided and the landlord may sell or dispose of the property without further notice to the repre-  
5 sentative or person.

6 (h) Upon the failure of a representative or person to enter into a storage agreement as provided  
7 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the  
8 representative or person has sold or removed the property, the landlord may sell or dispose of the  
9 property pursuant to this section without further notice to the representative or person.

10 (22)(a) If a tenant of a marina makes a timely response to a notice of abandoned personal  
11 property pursuant to subsections (6) and (8) of this section and so requests, and has not entered into  
12 a storage agreement under ORS 90.545 (7), a landlord shall enter into a written storage agreement  
13 with the tenant providing that the personal property may not be sold or disposed of by the landlord  
14 for up to 12 months. A storage agreement entitles the tenant to store the personal property on the  
15 previously rented space during the term of the agreement but does not entitle anyone to occupy the  
16 personal property.

17 (b) To exercise the right to a storage agreement under this subsection, in addition to contacting  
18 the landlord with a timely response as described in paragraph (a) of this subsection, the tenant must  
19 enter into the proposed storage agreement within 60 days after the landlord gives a copy of the  
20 agreement to the tenant. The landlord shall give a copy of the proposed storage agreement to the  
21 tenant in the same manner as provided by subsection (3) of this section. The landlord may include  
22 a copy of the proposed storage agreement with the notice of abandoned property required by sub-  
23 section (3) of this section. A tenant enters into a storage agreement by signing a copy of the  
24 agreement provided by the landlord and personally delivering or mailing the signed copy to the  
25 landlord within the 60-day period.

26 (c) The storage agreement may require, in addition to other provisions agreed to by the landlord  
27 and the tenant, that:

28 (A) The tenant make timely periodic payment of all storage charges, as described in subsection  
29 (7)(b) of this section, accruing from the commencement of the 45-day period described in subsection  
30 (6) of this section. A storage charge may include a utility or service charge, as described in ORS  
31 90.562, if limited to charges for electricity, water, sewer service and natural gas and if incidental  
32 to the storage of personal property. A storage charge may not be due more frequently than monthly.

33 (B) The tenant pay a late charge or fee for failure to pay a storage charge by the date required  
34 in the agreement, if the amount of the late charge is no greater than for late charges imposed on  
35 facility tenants.

36 (C) The tenant maintain the personal property and the space on which the personal property is  
37 stored in a manner consistent with the rights and obligations described in the rental agreement that  
38 the landlord currently provides to tenants as required by ORS 90.510 (4).

39 (D) The tenant repair any defects in the physical condition of the personal property that existed  
40 prior to the tenant entering into the storage agreement, except repair the float of the home, if the  
41 defects and necessary repairs are reasonably described in the storage agreement and, for homes that  
42 were first placed on the space within the previous 24 months, the repairs are reasonably consistent  
43 with facility standards in effect at the time of placement. The tenant shall have 90 days after en-  
44 tering into the storage agreement to make the repairs. Failure to make the repairs within the al-  
45 lotted time constitutes a violation of the storage agreement and the landlord may terminate the

1 agreement by giving at least 14 days' written notice to the tenant stating facts sufficient to notify  
2 the tenant of the reason for termination. Unless the tenant corrects the violation within the notice  
3 period, the agreement terminates as provided and the landlord may sell or dispose of the property  
4 without further notice to the tenant.

5 (d) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge  
6 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no  
7 greater than the increase for other tenants and the landlord gives the tenant written notice con-  
8 sistent with the requirements of ORS 90.600.

9 (e) During the term of an agreement described under this subsection, the tenant has the right  
10 to remove or sell the property. Selling the property includes a sale to a purchaser who wishes to  
11 leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680.  
12 The landlord may condition approval for occupancy of any purchaser of the property upon payment  
13 of all unpaid storage charges and maintenance costs.

14 (f)(A) Except as provided in paragraph (c)(D) of this subsection, if the tenant violates the storage  
15 agreement, the landlord may terminate the agreement by giving at least 90 days' written notice to  
16 the tenant stating facts sufficient to notify the tenant of the reason for the termination. Unless the  
17 tenant corrects the violation within the notice period, the agreement terminates as provided and the  
18 landlord may sell or dispose of the property without further notice to the tenant.

19 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph  
20 for failure of the tenant to pay a storage charge and the tenant corrects the violation, if the tenant  
21 again violates the storage agreement by failing to pay a subsequent storage charge, the landlord  
22 may terminate the agreement by giving at least 30 days' written notice to the tenant stating facts  
23 sufficient to notify the tenant of the reason for termination. Unless the tenant corrects the violation  
24 within the notice period, the agreement terminates as provided and the landlord may sell or dispose  
25 of the property without further notice to the tenant.

26 (C) A tenant may terminate a storage agreement at any time upon at least 14 days' written no-  
27 tice to the landlord and may remove the property from the facility if the tenant has paid all storage  
28 charges and other charges as provided in the agreement.

29 (g) Upon the failure of a tenant to enter into a storage agreement as provided by this subsection  
30 or upon termination of an agreement, unless the parties otherwise agree, the landlord may sell or  
31 dispose of the property pursuant to this section without further notice to the tenant after providing  
32 at least 15 days' written notice to any lienholder to enter into a storage agreement under subsection  
33 (20) of this section.

34 (23) If a governmental agency determines that the condition of personal property abandoned  
35 under this section constitutes an extreme health or safety hazard under state or local law and the  
36 agency determines that the hazard endangers others in the facility and requires quick removal of  
37 the property, the landlord may sell or dispose of the property pursuant to this subsection. The  
38 landlord shall comply with all provisions of this section, except as follows:

39 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal  
40 representative or designated person must contact a landlord to arrange for the disposition of the  
41 property must be not less than 15 days after personal delivery or mailing of the notice required by  
42 subsection (3) of this section.

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

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

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

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

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

8 (d) If the tenant, a lienholder or a personal representative or designated person does not remove  
 9 the property within the time allowed, the landlord or a buyer at a sale by the landlord under sub-  
 10 section (11) of this section shall promptly remove the property from the facility.

11 (e) A landlord is not required to enter into a storage agreement with a lienholder, personal  
 12 representative or designated person pursuant to subsection (20) of this section.

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

17 (A) The landlord;

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

21 (C) Any lienholder.

22 (b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of  
 23 property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal  
 24 representative, a designated person or any lienholder to waive any right provided by this section.

25 (25) 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 8.** ORS 90.630 is amended to read:

29 90.630. (1) Except as provided in subsection (5) of this section, the landlord may terminate a  
 30 rental agreement for space for a manufactured dwelling or floating home by giving to the tenant not  
 31 less than 30 days' notice in writing before the termination date designated in the notice, if the ten-  
 32 ant:

33 (a) Materially violates a law related to the tenant's conduct as a tenant;

34 (b) Materially violates a rental agreement provision related to the tenant's conduct as a tenant  
 35 and imposed as a condition of occupancy;

36 (c) Is classified as a level three sex offender under ORS 163A.100 (3); or

37 (d) Fails to pay a:

38 (A) Late charge pursuant to ORS 90.260;

39 (B) Fee pursuant to ORS 90.302; or

40 (C) Utility or service charge pursuant to ORS 90.568 or 90.572.

41 (2) A violation making a tenant subject to termination under subsection (1) of this section in-  
 42 cludes a tenant's failure to maintain the space as required by law, rental agreement or rule, but does  
 43 not include the physical condition of the dwelling or home. Termination of a rental agreement based  
 44 upon the physical condition of a dwelling or home may only occur as provided in ORS 90.632.

45 (3) The notice required by subsection (1) of this section must state:

- 1 (a) That the tenancy will terminate on a designated termination date;
- 2 (b) Facts sufficient to notify the tenant of the reasons for termination of the tenancy;
- 3 (c) That the tenant may avoid termination by correcting the violation by a designated date that
- 4 is:
- 5 (A) At least 30 days after delivery of the notice; or
- 6 (B) If the violation involves conduct that was a separate and distinct act or omission and is not
- 7 ongoing, at least three days after delivery of the notice;
- 8 (d) If a date to correct is given under paragraph (c)(B) of this subsection, that the violation is
- 9 conduct that is a separate and distinct violation and that the date designated for correcting the vi-
- 10 olation is different from the termination date; and
- 11 (e) At least one possible method by which the tenant may correct the violation.
- 12 (4) For the purposes of subsection (3) of this section, conduct is ongoing if:
- 13 (a) The conduct is constant or persistent or has been sufficiently repetitive over time that a
- 14 reasonable person would consider the conduct to be ongoing; and
- 15 (b) The violation does not involve a pet or assistance animal.
- 16 (5) The tenancy terminates on the termination date unless the tenant corrects the violation by
- 17 the designated date in subsection (3)(c) of this section. If the notice fails to designate a date for
- 18 correcting the violation, the violation must be corrected by the termination date.
- 19 (6) Notwithstanding subsection (3) of this section, if a tenant avoids termination as described in
- 20 subsection (5) of this section and substantially the same act or omission that constituted a prior
- 21 violation of which notice was given recurs within six months after the termination date designated
- 22 in the original notice, the landlord may terminate the tenancy upon at least 20 days' written notice
- 23 before the termination date designated in the new notice specifying the violation and stating that
- 24 the tenant has no right to correct the violation and avoid termination.
- 25 (7) Notwithstanding subsections (3) to (5) of this section, a tenant who is given a notice of ter-
- 26 mination under subsection (1)(c) of this section does not have a right to correct the violation. A
- 27 notice given to a tenant under subsection (1)(c) of this section must state that the tenant does not
- 28 have a right to avoid the termination.
- 29 (8) This section does not limit a landlord's right to terminate a tenancy for other cause under
- 30 this chapter.
- 31 (9) A tenancy terminates on the termination date designated in the notice and without regard
- 32 to the expiration of the period for which, by the terms of the rental agreement, rents are to be paid.
- 33 Unless otherwise agreed, rent is uniformly apportionable from day to day.
- 34 (10) Notwithstanding any other provision of this section, the landlord may terminate the rental
- 35 agreement for space for a manufactured dwelling or floating home because of repeated late payment
- 36 of rent by giving the tenant not less than 30 days' notice in writing before the termination date
- 37 designated in the notice if:
- 38 (a) The tenant has not paid the monthly rent prior to the eighth day of the rental period as
- 39 described in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS 90.394 (2)(b)
- 40 in at least three of the preceding 12 months and the landlord has given the tenant a nonpayment
- 41 of rent termination notice pursuant to ORS 90.394 (2) during each of those three instances of non-
- 42 payment;
- 43 (b) The landlord warns the tenant of the risk of a 30-day notice for termination with no right
- 44 to correct the cause, upon the occurrence of a third nonpayment of rent termination notice within
- 45 a 12-month period. The warning must be contained in at least two nonpayment of rent termination

1 notices that precede the third notice within a 12-month period or in separate written notices that  
 2 are given concurrent with, or a reasonable time after, each of the two nonpayment of rent termi-  
 3 nation notices; and

4 (c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause for  
 5 termination of the tenancy and is given to the tenant concurrent with or after the third or a sub-  
 6 sequent nonpayment of rent termination notice.

7 (11) Notwithstanding subsection (5) of this section, a tenant who receives a 30-day notice of  
 8 termination pursuant to subsection (10) of this section does not have a right to correct the cause  
 9 for the notice.

10 (12) The landlord may give a copy of the notice required by subsection (10) of this section to  
 11 any lienholder of the manufactured dwelling or floating home [*by first class mail with certificate of*  
 12 *mailing or by any other method allowed by ORS 90.150 (2) and (3)*]. A landlord is not liable to a  
 13 tenant for any damages incurred by the tenant as a result of the landlord giving a copy of the notice  
 14 in good faith to a lienholder.

15 **SECTION 9.** ORS 90.632 is amended to read:

16 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-  
 17 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the  
 18 physical condition of the exterior of the manufactured dwelling or floating home, only by complying  
 19 with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling  
 20 or home.

21 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider  
 22 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original  
 23 construction material of the dwelling or home or because the dwelling or home was built prior to  
 24 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42  
 25 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance  
 26 with the state building code as defined in ORS 455.010.

27 (3) Except as provided in subsections (4) and (6) of this section, if the exterior of the tenant's  
 28 dwelling or home is in disrepair or is deteriorated, a landlord may terminate a rental agreement and  
 29 require the removal of a dwelling or home by giving to the tenant not less than 60 days' written  
 30 notice before the date designated in the notice for termination.

31 (4) If the disrepair or deterioration of the manufactured dwelling or floating home creates a risk  
 32 of imminent and serious harm to dwellings, homes or persons within the facility, a landlord may  
 33 terminate a rental agreement and require the removal of the dwelling or home by giving to the  
 34 tenant not less than 30 days' written notice before the date designated in the notice for termination.  
 35 The notice shall describe the risk of harm.

36 (5) The notice required by subsections (3) and (4) of this section must:

37 (a) State facts sufficient to notify the tenant of the specific disrepair or deterioration that is the  
 38 cause or reason for termination of the tenancy and removal of the dwelling or home;

39 (b) State that the tenant can avoid termination and removal by correcting the cause for termi-  
 40 nation and removal within the notice period;

41 (c) If reasonably known by the landlord, describe specifically what repairs are required to cor-  
 42 rect the disrepair or deterioration that is the cause for termination;

43 (d) Describe the tenant's right to give the landlord a written notice of correction, where to give  
 44 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all  
 45 as provided by subsection (7) of this section; and

1 (e) Describe the tenant's right to have the termination and correction period extended as pro-  
2 vided by subsection (8) of this section.

3 (6) The tenant may avoid termination of the tenancy by correcting the cause within the period  
4 specified. However, if substantially the same condition that constituted a prior cause for termination  
5 of which notice was given recurs within 12 months after the date of the notice, the landlord may  
6 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days'  
7 written notice specifying the violation and the date of termination of the tenancy.

8 (7) During the termination notice or extension period, the tenant may give the landlord written  
9 notice that the tenant has corrected the cause for termination. Within a reasonable time after the  
10 tenant's notice of correction, the landlord shall respond to the tenant in writing, stating whether the  
11 landlord agrees that the cause has been corrected. If the tenant's notice of correction is given at  
12 least 14 days prior to the end of the termination notice or extension period, failure by the landlord  
13 to respond as required by this subsection is a defense to a termination based upon the landlord's  
14 notice for termination.

15 (8) Except when the disrepair or deterioration creates a risk of imminent and serious harm to  
16 dwellings, homes or persons within the facility, the 60-day period provided for the tenant to correct  
17 the cause for termination and removal shall be extended by at least:

18 (a) An additional 60 days if:

19 (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar  
20 work and the weather prevents that work during a substantial portion of the 60-day period; or

21 (B) The nature or extent of the correction work is such that it cannot reasonably be completed  
22 within 60 days because of factors such as the amount of work necessary, the type and complexity  
23 of the work and the availability of necessary repair persons;

24 (b) An additional six months if the disrepair or deterioration has existed for more than the  
25 preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412; or

26 (c) An additional 10 months if the disrepair or deterioration relates to the float of a floating  
27 home.

28 (9) In order to have the period for correction extended as provided in subsection (8) of this  
29 section, a tenant must give the landlord written notice describing the necessity for an extension in  
30 order to complete the correction work. The notice must be given a reasonable amount of time prior  
31 to the end of the notice for termination period.

32 (10) A tenancy terminates on the date designated in the notice and without regard to the expi-  
33 ration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless  
34 otherwise agreed, rent is uniformly apportionable from day to day.

35 (11) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent  
36 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying  
37 with ORS 105.105 to 105.168.

38 (12) A landlord may give a copy of the notice for termination required by this section to any  
39 lienholder of the dwelling or home[, *by first class mail with certificate of mailing or by any other*  
40 *method allowed by ORS 90.150 (2) and (3)*]. A landlord is not liable to a tenant for any damages in-  
41 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a  
42 lienholder.

43 (13) When a tenant has been given a notice for termination pursuant to this section and has  
44 subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have  
45 the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,

1 within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the notice  
2 period provided by this section for the tenant to correct the cause.  
3 \_\_\_\_\_