

Senate Bill 799

Sponsored by COMMITTEE ON HOUSING AND DEVELOPMENT

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**.

Requires residential landlords to extend notice periods for terminations of tenancy based on nonpayment of rent and to include additional notices. Postpones any eviction proceeding based on such termination notices for up to 60 days while an application for rental assistance is pending. Postpones dates for first appearance and trial for evictions based on such termination notices. Requires landlords and clerk to include notice with summons for nonpayment of rent.

Requires public bodies and grantees to inform tenants and landlords regarding rental assistance applications.

Requires residential landlord to demonstrate that tenant not appearing at eviction first appearance remains in possession of premises before entry of judgment by default.

Requires courts to annually set aside and seal certain inoperative residential eviction judgments.

Prohibits residential landlord from enforcing certain guest policies.

Declares emergency, effective on passage.

A BILL FOR AN ACT

Relating to residential tenancies; creating new provisions; amending ORS 90.394, 105.115, 105.124, 105.135 and 105.137 and section 8, chapter 420, Oregon Laws 2021; and declaring an emergency.

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

TERMINATION FOR NONPAYMENT OF RENT

SECTION 1. Section 2 of this 2023 Act is added to and made a part of ORS chapter 90.

SECTION 2. (1) As used in this section:

(a) **“Documentation” includes electronic mail, a screenshot or other written or electronic documentation from a rental assistance provider verifying the submission of an application for rental assistance.**

(b)(A) **“Nonpayment” means the nonpayment of a payment that is due to a landlord, including a payment of rent, late charges, utility or service charges or any other charge or fee as described in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.**

(B) **“Nonpayment” does not include payments owed by a tenant for damages to the premises.**

(2)(a) **If a tenant provides the landlord with documentation that the tenant has applied for rental assistance, a landlord may not, while the application for rental assistance is pending:**

(A) **Deliver a termination notice for nonpayment; or**

(B) **Initiate or continue an action for possession under ORS 105.110 based on a termination notice for nonpayment.**

(b) **A tenant may provide documentation by any method reasonably calculated to achieve**

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 receipt by the landlord, including by sending a copy or photograph of the documentation by
2 electronic mail or text message.

3 (c) If 60 days have passed since the tenant provided documentation under this subsection
4 or the tenant’s application is no longer pending:

5 (A) A landlord may deliver to the tenant a new termination notice for nonpayment, to
6 which this section does not apply, without providing the notice under subsection (4) of this
7 section; or

8 (B) If a first appearance under ORS 105.137 was continued under subsection (5)(b) of this
9 section, the court may promptly reschedule the appearance.

10 (3) Except as provided in subsection (2)(c)(A) of this section, a landlord shall deliver the
11 notice described in subsection (4) of this section along with:

12 (a) Any notice of termination for nonpayment; and

13 (b) Any summons for a complaint seeking possession based on nonpayment given by the
14 landlord or service processor, including a summons delivered under ORS 105.135 (3)(b).

15 (4) The notice required under subsection (3) of this section must be in substantially the
16 following form:

17 _____

18
19 THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS TO PROTECTION AGAINST
20 EVICTION FOR NONPAYMENT.

21
22 For information in Spanish, Korean, Russian, Vietnamese or Chinese, go to the Judicial
23 Department website at _____.

24
25 If you have applied for rental assistance, then you may be temporarily protected from
26 eviction for nonpayment of rent. To qualify for this protection, you must give your landlord
27 documentation of your rental assistance application at or before your first appearance in
28 court. The protection from eviction for nonpayment of rent applies for up to 60 days, or until
29 your application is no longer pending, whichever occurs first. Do not miss an eviction ap-
30 pearance or trial, even if you believe your eviction should not be moving forward.

31
32 You may provide your landlord with documentation of your application for rental assist-
33 ance by any reasonable method, including by sending a copy or photograph of the documen-
34 tation to your landlord by electronic mail or text message. “Documentation” includes
35 electronic mail, a screenshot or other written or electronic documentation verifying the
36 submission of an application for rental assistance.

37
38 You may be able to receive rental assistance by dialing 2-1-1 or by contacting:
39 _____.

40
41 Low-income tenants may be able to receive free or low-cost legal advice by contacting:
42 _____.

43 _____

44
45 (5)(a) A court shall enter a judgment dismissing a complaint for possession that is based

1 on a termination notice for nonpayment if the court determines that:

2 (A) The landlord failed to deliver the notice as required under subsection (3) of this sec-
3 tion;

4 (B) The tenant has tendered or caused to be tendered rental assistance or any other
5 payment covering the nonpayment amount owed under the notice;

6 (C) The landlord caused the tenant to not tender rent, including as a result of the
7 landlord's failure to reasonably participate with a rental assistance program; or

8 (D) The tenant provided the landlord with documentation of application for rental as-
9 sistance as described in subsection (2) of this section before the claim was filed.

10 (b) If the tenant provides the landlord or court with documentation of application for
11 rental assistance as described in subsection (2) of this section at any time after the landlord
12 commenced the action for possession and at or before the first appearance, at the first ap-
13 pearance the court shall, on its own motion, postpone the first appearance until no sooner
14 than 60 days after the documentation was delivered.

15 (6) If a landlord violates this section, the tenant has a defense to an action for possession
16 and may bring claims for actual damages.

17 (7) Notwithstanding ORS 105.137 (4), if a claim for possession is dismissed under this
18 section, the tenant is not entitled to prevailing party fees, costs or attorney fees if the
19 landlord:

20 (a) Delivered to the tenant all notices required under subsection (3) of this section as
21 required; and

22 (b) Did not know, and did not have reasonable cause to know, at the time of commencing
23 the action that the tenant had provided documentation of application for rental assistance
24 under subsection (2) of this section.

25 **SECTION 3.** (1) The Judicial Department, in consultation with the Housing and Commu-
26 nity Services Department, shall supply and may regularly update the information necessary
27 to complete the notice form under section 2 (4) of this 2023 Act.

28 (2) The Judicial Department shall translate the completed form under subsection (1) of
29 this section into the Spanish, Korean, Russian, Vietnamese and Chinese languages and shall
30 display links to the English and translated forms prominently on the department's webpage.

31 (3) Each form on the Judicial Department website must include a statement in English,
32 Spanish, Korean, Russian, Vietnamese and Chinese indicating that the form and translations
33 can be found on the Judicial Department website and providing the web address where the
34 forms may be found.

35 **SECTION 4.** In distributing rental assistance to residential tenants funded by federal,
36 state or local moneys, a public body, as defined in ORS 174.109, and any designee or grantee
37 of a public body shall:

38 (1) Promptly provide a dated application receipt to each tenant who applies for assist-
39 ance. The receipt may be in an electronic format.

40 (2) Close an application, after providing notice of potential closure to the tenant, if the
41 provider reasonably determines that the tenant is no longer participating.

42 (3) If, upon qualifying circumstance, an application is approved and payment is made to
43 a person other than the tenant's landlord, provide a dated notice of payment to the tenant's
44 landlord at any known address or electronic mail address.

45 (4) If an application is denied or is otherwise closed without payment, provide a dated

1 **notice of the denial or closure to the tenant and to the tenant’s landlord at any known ad-**
2 **dress or electronic mail address.**

3 **SECTION 5.** ORS 90.394 is amended to read:

4 90.394. The landlord may terminate the rental agreement for nonpayment of rent and take pos-
5 session as provided in ORS 105.105 to 105.168, as follows:

6 (1) When the tenancy is a week-to-week tenancy, by delivering to the tenant at least 72 hours’
7 written notice of nonpayment and the landlord’s intention to terminate the rental agreement if the
8 rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth
9 day of the rental period, including the first day the rent is due.

10 (2) For all tenancies other than week-to-week tenancies, by delivering to the tenant:

11 (a) At least [72 hours’] **10 days’** written notice of nonpayment and the landlord’s intention to
12 terminate the rental agreement if the rent is not paid within that period. The landlord shall give this
13 notice no sooner than on the eighth day of the rental period, including the first day the rent is due;
14 or

15 (b) At least [144 hours’] **13 days’** written notice of nonpayment and the landlord’s intention to
16 terminate the rental agreement if the rent is not paid within that period. The landlord shall give this
17 notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

18 (3) The notice described in this section must also specify the amount of rent that must be paid
19 and the date and time by which the tenant must pay the rent to cure the nonpayment of rent.

20 (4) Payment by a tenant who has received a notice under this section is timely if mailed to the
21 landlord within the period of the notice unless:

22 (a) The notice is served on the tenant:

23 (A) By personal delivery as provided in ORS 90.155 (1)(a); or

24 (B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

25 (b) A written rental agreement and the notice expressly state that payment is to be made at a
26 specified location that is either on the premises or at a place where the tenant has made all previ-
27 ous rent payments in person; and

28 (c) The place so specified is available to the tenant for payment throughout the period of the
29 notice.

30 **SECTION 6.** ORS 105.124 is amended to read:

31 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
32 unit:

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

35 _____
36
37 IN THE CIRCUIT COURT
38 FOR THE COUNTY OF

39 _____
40 No. _____

41
42 RESIDENTIAL EVICTION COMPLAINT

43
44 PLAINTIFF (Landlord or agent):
45 _____

1 _____
2 Address: _____
3 City: _____
4 State: _____ Zip: _____
5 Telephone: _____

6
7 vs.

8
9 DEFENDANT (Tenants/Occupants):
10 _____
11 _____

12 MAILING ADDRESS: _____
13 City: _____
14 State: _____ Zip: _____
15 Telephone: _____

16
17 1.
18 Tenants are in possession of the dwelling unit, premises or rental property described above or
19 located at:

20
21 _____

22
23 2.
24 Landlord is entitled to possession of the property because of:

- 25
- 26 _____ 24-hour notice for personal
- 27 injury, substantial damage, extremely
- 28 outrageous act or unlawful occupant.
- 29 ORS 90.396 or 90.403.
- 30 _____ 24-hour or 48-hour notice for
- 31 violation of a drug or alcohol
- 32 program. ORS 90.398.
- 33 _____ 24-hour notice for perpetrating
- 34 domestic violence, sexual assault or
- 35 stalking. ORS 90.445.
- 36 _____ 72-hour [*or 144-hour*] notice for
- 37 nonpayment of rent **in a week-to-week**
- 38 **tenancy**. ORS 90.394 (1).
- 39 _____ 7-day notice with stated cause in
- 40 a week-to-week tenancy. ORS 90.392 (6).
- 41 _____ 10-day notice for a pet violation,
- 42 a repeat violation in a month-to-month
- 43 tenancy or without stated cause in a
- 44 week-to-week tenancy. ORS 90.392 (5),
- 45 90.405 or 90.427 (2).

1 **_____ 10-day or 13-day notice for nonpayment**
2 **of rent. ORS 90.394 (2).**

3 _____ 20-day notice for a repeat violation.
4 ORS 90.630 (5).

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

9 _____ 30-day notice with stated cause.
10 ORS 90.392, 90.630 or 90.632[.]:

11 **_____ The stated cause is for**
12 **nonpayment as defined in section 2 of**
13 **this 2023 Act.**

14 _____ 60-day notice with stated cause.
15 ORS 90.632.

16 _____ 90-day notice with stated cause.
17 ORS 90.427 (5) or (7).

18 _____ Notice to bona fide tenants after
19 foreclosure sale or termination of
20 fixed term tenancy after foreclosure
21 sale. ORS 86.782 (6)(c).

22 _____ Other notice _____

23 _____ No notice (explain) _____

24

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

26

27

3.

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

30 Landlord requests judgment for possession of the premises, court costs, disbursements and at-
31 torney fees.

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

34

35

36 _____
Signature of landlord or agent.

37

38

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

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

43 **SECTION 7.** ORS 105.135 is amended to read:

44 105.135. (1) Except as provided in this section, the summons shall be served and returned as in
45 other actions.

1 (2)(a) The clerk shall calculate the first appearance, which shall be on the first available
2 date that is:

3 (A) A date on which a judge is available to conduct the first appearance;

4 (B) Not a date that the plaintiff has indicated unavailability; and

5 (C)(i) At least seven days after the judicial day next following payment of the filing fees;
6 or

7 (ii) If the claim for possession is brought under ORS 90.392 or 90.394 for nonpayment as
8 defined in section 2 of this 2023 Act, at least 21 days after the judicial day next following
9 payment of the filing fees.

10 (b) The clerk shall enter the first appearance date on the summons. *[That date shall be seven
11 days after the judicial day next following payment of filing fees unless no judge is available for first
12 appearance at that time, in which case the clerk may extend the first appearance date for up to seven
13 additional days. At the request of the plaintiff, the clerk may enter a date more than seven days after
14 the judicial day next following payment of filing fees if a judge will be available.]*

15 (c) If the claim for possession is based on nonpayment as described in subsection
16 (2)(a)(C)(ii) of this section, the clerk shall include as part of the summons a copy of the no-
17 tice described in section 2 (4) of this 2023 Act.

18 (3) Notwithstanding ORCP 10, by the end of the judicial day next following the payment of filing
19 fees:

20 (a) The clerk shall mail the summons and complaint by first class mail to the defendant at the
21 premises.

22 (b) The process server shall serve the defendant with the summons and complaint at the prem-
23 ises by personal delivery to the defendant or, if the defendant is not available for service, by at-
24 taching the summons and complaint in a secure manner to the main entrance to that portion of the
25 premises of which the defendant has possession.

26 (4) A sheriff may serve a facsimile of a summons and complaint that is transmitted to the sheriff
27 by a trial court administrator or another sheriff by means of facsimile communication. A copy of the
28 facsimile must be attached to the sheriff's return of service. Before transmitting a summons and
29 complaint to a sheriff under this subsection, the person sending the facsimile must receive confir-
30 mation by telephone from the sheriff's office that a telephonic facsimile communication device is
31 available and operating.

32 (5) The process server shall indicate the manner in which service was accomplished by promptly
33 filing with the clerk a certificate of service as provided by ORCP 7 F(2)(a).

34 (6) In the case of premises to which ORS chapter 90 applies, the summons shall inform the de-
35 fendant of the procedures, rights and responsibilities of the parties as specified in ORS 105.137.

36 **SECTION 8.** Section 8, chapter 420, Oregon Laws 2021, as amended by section 9, chapter 1,
37 Oregon Laws 2021 (second special session), is amended to read:

38 **Sec. 8.** (1) Section 2, chapter 420, Oregon Laws 2021, as amended by section 2, **chapter 1,**
39 **Oregon Laws 2021 (second special session)** *[of this 2021 second special session Act]*, is repealed
40 on October 1, 2022.

41 (2) Section 5, chapter 420, Oregon Laws 2021, as amended by sections 4 and 6, **chapter 1,**
42 **Oregon Laws 2021 (second special session)** *[of this 2021 second special session Act]*, is repealed
43 on *[July 1, 2023]* **the effective date of this 2023 Act.**

44 (3) Section 6, chapter 420, Oregon Laws 2021, is repealed on October 1, 2022.

45 (4) Section 7, chapter 420, Oregon Laws 2021, as amended by section 5, **chapter 1, Oregon**

1 **Laws 2021 (second special session)** [of this 2021 second special session Act], is repealed on October
 2 1, 2022.

3
 4 **EVICTION PROCESS**

5
 6 **SECTION 9.** ORS 105.115 is amended to read:

7 105.115. (1) Except as provided by subsections (2) and (3) of this section, the following are causes
 8 of unlawful holding by force within the meaning of ORS 105.110, 105.123 and 105.126:

9 (a) When the tenant or person in possession of any premises fails or refuses to pay rent within
 10 10 days after the rent is due under the lease or agreement under which the tenant or person in
 11 possession holds, or to deliver possession of the premises after being in default on payment of rent
 12 for 10 days.

13 (b) When the lease by its terms has expired and has not been renewed, or when the tenant or
 14 person in possession is holding from month to month, or year to year, and remains in possession
 15 after notice to quit as provided in ORS 105.120, or is holding contrary to any condition or covenant
 16 of the lease or is holding possession without any written lease or agreement.

17 (c) When the owner or possessor of a recreational vehicle that was placed or driven onto prop-
 18 erty without the prior consent of the property owner, operator or tenant fails to remove the recre-
 19 ational vehicle. The property owner or operator is not required to serve a notice to quit the
 20 property before commencing an action under ORS 105.126 against a recreational vehicle owner or
 21 possessor holding property by force as described in this paragraph.

22 (d) When the person in possession of a premises remains in possession after the time when a
 23 purchaser of the premises is entitled to possession in accordance with the provisions of ORS 18.946
 24 or 86.782.

25 (e) When the person in possession of a premises remains in possession after the time when a
 26 deed given in lieu of foreclosure entitles the transferee named in the deed to possession of the
 27 premises.

28 (f) When the person in possession of a premises remains in possession after the time when a
 29 seller is entitled to possession in accordance with the provisions of ORS 93.930 (2)(c) or pursuant
 30 to a judgment of strict foreclosure of a recorded contract for transfer or conveyance of an interest
 31 in real property.

32 (g) When the person in possession of a premises remains in possession after the expiration of a
 33 valid notice terminating the person's right to occupy the premises pursuant to ORS 91.120, 91.122
 34 or 91.130.

35 (2) In the case of a dwelling unit to which ORS chapter 90 applies:

36 (a) The following are causes of unlawful holding by force within the meaning of ORS 105.110 and
 37 105.123:

38 (A) When the tenant or person in possession of any premises fails or refuses to pay rent within
 39 the time period required by a notice under ORS **90.392** or 90.394.

40 (B) When a rental agreement by its terms has expired and has not been renewed, or when the
 41 tenant or person in possession remains in possession after a valid notice terminating the tenancy
 42 pursuant to ORS chapter 90, or is holding contrary to any valid condition or covenant of the rental
 43 agreement or ORS chapter 90.

44 (b) A landlord may not file an action for the return of possession of a dwelling unit based upon
 45 a cause of unlawful holding by force as described in paragraph (a) of this subsection until after the

1 expiration of a rental agreement for a fixed term tenancy or after the expiration of the time period
 2 provided in a notice terminating the tenancy.

3 **(c) The court may dismiss a claim for possession at any time if the complaint does not**
 4 **comply with this subsection.**

5 (3) In an action under subsection (2) of this section, ORS chapter 90 shall be applied to deter-
 6 mine the rights of the parties, including:

7 (a) Whether and in what amount rent is due;

8 (b) Whether a tenancy or rental agreement has been validly terminated; and

9 (c) Whether the tenant is entitled to remedies for retaliatory conduct by the landlord as pro-
 10 vided by ORS 90.385 and 90.765.

11 **SECTION 10.** ORS 105.137 is amended to read:

12 105.137. In the case of a dwelling unit to which ORS chapter 90 applies:

13 (1) *[If the plaintiff appears and the defendant fails to appear at the first appearance,]* A default
 14 judgment shall be entered in favor of the plaintiff for possession of the premises and costs and
 15 disbursements[.] **only if:**

16 **(a) The plaintiff appears and the defendant fails to appear at the first appearance;**

17 **(b) The court determines that the complaint complies with ORS 105.115 and 105.124 and**
 18 **is sufficient to state a cause of action for possession; and**

19 **(c) The plaintiff testifies under oath or submits an affidavit or declaration under penalty**
 20 **of perjury stating that, as of the date of the testimony:**

21 **(A) The defendant has not delivered possession to the plaintiff as described in ORS 90.147**
 22 **(2); and**

23 **(B) The plaintiff reasonably believes that the defendant remains in possession of the**
 24 **premises.**

25 (2) If the defendant appears and the plaintiff fails to appear at the first appearance, a default
 26 judgment shall be entered in favor of the defendant dismissing the plaintiff's complaint and awarding
 27 costs and disbursements.

28 (3) An attorney at law shall be entitled to appear on behalf of any party, but attorney fees may
 29 not be awarded to the plaintiff if the defendant does not contest the action.

30 (4) If the plaintiff dismisses the action before the first appearance, a judgment of dismissal shall
 31 be entered in favor of the defendant dismissing the plaintiff's complaint and awarding costs and
 32 disbursements. The defendant may not recover attorney fees for prejudgment legal services provided
 33 after the delivery of written notice of the dismissal by the plaintiff to the defendant, or to an at-
 34 torney for the defendant, in the manner provided under ORS 90.155.

35 (5) The plaintiff or an agent of the plaintiff may obtain a continuance of the action for as long
 36 as the plaintiff or the agent of the plaintiff deems necessary to obtain the services of an attorney
 37 at law.

38 (6) If both parties appear in court on the date contained in the summons, the court shall set the
 39 matter for trial *[as soon as practicable,]* unless the court is advised by the parties that the matter
 40 has been settled. The trial shall be scheduled:

41 **(a) For a claim based on nonpayment as defined in section 2 of this 2023 Act, between 20**
 42 **and 30 days following the appearance; or**

43 **(b) For any other claim, as soon as practicable and no later than 15 days from the date of**
 44 ***[such]* the appearance.**

45 **(7) If the matter is not tried within the *[15-day]* period described in subsection (6) of this**

1 **section**, and the delay in trial is not attributable to the landlord, the court shall order the defendant
2 to pay rent that is accruing into court, provided the court finds after hearing that entry of such an
3 order is just and equitable.

4 [(7)(a)] **(8)(a)** The court shall permit an unrepresented defendant to proceed to trial by directing
5 the defendant to file an answer in writing on a form which shall be available from the court clerk,
6 and to serve a copy upon the plaintiff on the same day as first appearance.

7 (b) The answer shall be in substantially the following form:
8

9
10 IN THE _____ COURT FOR
11 THE COUNTY OF _____
12

13 (Landlord),)
14)
15 Plaintiff(s),)
16)
17 vs.) No. _____
18)
19 (Tenant),)
20)
21 Defendant(s).)
22

23 ANSWER

24 I (we) deny that the plaintiff(s) is (are) entitled to possession because:

25 ___ The landlord did not make repairs.

26 List any repair problems: _____
27 _____
28 _____

29 ___ The landlord is attempting to evict me (us) because of my (our) complaints (or the eviction is
30 otherwise retaliatory).

31 ___ The landlord is attempting to evict me because of my status as a victim of domestic violence,
32 sexual assault or stalking.

33 ___ The eviction notice is wrong.

34 ___ List any other defenses: _____
35 _____
36 _____
37 _____
38 _____

39 I (we) may be entitled as the prevailing party to recover attorney fees from plaintiff(s) if I (we)
40 obtain legal services to defend this action pursuant to ORS 90.255.

41 I (we) ask that the plaintiff(s) not be awarded possession of the premises and that I (we) be
42 awarded my (our) costs and disbursements and attorney fees, if applicable, or a prevailing party fee.
43

44 _____
45 Date Signature of defendant(s)

1
2
3 [(8)] (9) If an unrepresented defendant files an answer as provided in subsection [(7)] (8) of this
4 section, the answer [may] **does** not limit the defenses available to the defendant at trial under ORS
5 chapter 90. If such a defendant seeks to assert at trial a defense not fairly raised by the answer, the
6 plaintiff [shall be] **is** entitled to a reasonable continuance for the purposes of preparing to meet the
7 defense.

8 9 SEALING RECORDS

10
11 **SECTION 11.** Section 12 of this 2023 Act is added to and made a part of ORS 105.105 to
12 105.168.

13 **SECTION 12.** (1) On an annual basis, each circuit court shall enter an order setting aside
14 a judgment and sealing the official records for each case for possession brought under ORS
15 chapter 90 for which the court finds that:

16 (a) The judgment does not contain a money award or that any money award has expired
17 or been satisfied or discharged; and

18 (b)(A) The judgment was a judgment of restitution entered for the plaintiff and at least
19 five years have passed from the date of the judgment; or

20 (B) The judgment was a judgment by stipulation of the parties under ORS 105.145 (2) and
21 at least 12 months have passed from the date of the judgment.

22 (2) Upon entry of the order, the judgment that is the subject of the motion is deemed
23 not to have been entered, and any party may answer accordingly any questions relating to
24 its occurrence.

25 (3) Nothing in this section limits the ability of a defendant to apply for an order under
26 ORS 105.163.

27 **SECTION 13.** (1) Section 12 of this 2023 Act does not apply to judgments entered on or
28 before January 1, 2014.

29 (2) Each justice and circuit court shall conduct a review of its records and enter its first
30 order under section 12 of this 2023 Act on or before December 31, 2024.

31 32 GUEST OCCUPANCY

33
34 **SECTION 14.** Section 15 of this 2023 Act is added to and made a part of ORS chapter 90.

35 **SECTION 15.** (1) Notwithstanding ORS 90.262 (3) or 90.510 (7), a landlord may not enforce
36 a restriction by any means, including assessing a fee or terminating the tenancy, if the re-
37 striction is based on:

38 (a) A maximum occupancy guideline for the number of tenants or guests that is lower
39 than an amount required by federal, state or local law or regulation.

40 (b) The maximum duration of a guest's stay in the tenancy.

41 (2) If a guest resides in the dwelling unit more than 15 days in any 12-month period, a
42 landlord may screen the guest and require that the parties enter into a temporary occupancy
43 agreement under ORS 90.275.

44 (3) This section does not prohibit a landlord from, based on the guest's conduct or failure
45 to comply with this section, collecting a fee allowed by ORS 90.302 or terminating a tenancy.

