

HB 3443-1
(LC 3768)
3/17/23 (JLM/ps)

Requested by Representative PHAM K

**PROPOSED AMENDMENTS TO
HOUSE BILL 3443**

1 On page 1 of the printed bill, line 2, delete “90.449, 90.453, 90.456,” and
2 insert “90.100, 90.325, 90.445, 90.449, 90.453, 90.456, 90.459, 90.555, 90.634,
3 90.767,”.

4 Delete lines 6 through 22 and delete pages 2 through 4.

5 On page 5, delete lines 1 through 25 and insert:
6

7 **“BIAS CRIME VICTIMS AND TENANCY**
8

9 **“SECTION 1. ORS 90.100 is amended to read:**

10 “90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

19 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and
20 any other proceeding in which rights are determined, including an action for
21 possession.

1 “(3) ‘Applicant screening charge’ means any payment of money required
2 by a landlord of an applicant prior to entering into a rental agreement with
3 that applicant for a residential dwelling unit, the purpose of which is to pay
4 the cost of processing an application for a rental agreement for a residential
5 dwelling unit.

6 “(4) **‘Bias crime’ has the meaning given that term in ORS 147.380.**

7 “[(4)] (5) ‘Building and housing codes’ includes any law, ordinance or
8 governmental regulation concerning fitness for habitation, or the con-
9 struction, maintenance, operation, occupancy, use or appearance of any
10 premises or dwelling unit.

11 “[(5)] (6) ‘Carbon monoxide alarm’ has the meaning given that term in
12 ORS 105.836.

13 “[(6)] (7) ‘Carbon monoxide source’ has the meaning given that term in
14 ORS 105.836.

15 “[(7)] (8) ‘Conduct’ means the commission of an act or the failure to act.

16 “[(8)] (9) ‘DBH’ means the diameter at breast height, which is measured
17 as the width of a standing tree at four and one-half feet above the ground
18 on the uphill side.

19 “[(9)] (10) ‘Dealer’ means any person in the business of selling, leasing
20 or distributing new or used manufactured dwellings or floating homes to
21 persons who purchase or lease a manufactured dwelling or floating home for
22 use as a residence.

23 “[(10)] (11) ‘Domestic violence’ means:

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

26 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
27 lationship.

28 “[(11)] (12) ‘Drug and alcohol free housing’ means a dwelling unit de-
29 scribed in ORS 90.243.

30 “[(12)] (13) ‘Dwelling unit’ means a structure or the part of a structure

1 that is used as a home, residence or sleeping place by one person who
2 maintains a household or by two or more persons who maintain a common
3 household. ‘Dwelling unit’ regarding a person who rents a space for a man-
4 ufactured dwelling or recreational vehicle or regarding a person who rents
5 moorage space for a floating home as defined in ORS 830.700, but does not
6 rent the home, means the space rented and not the manufactured dwelling,
7 recreational vehicle or floating home itself.

8 “[~~13~~] **(14)** ‘Essential service’ means:

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

12 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light
13 fixtures, locks for exterior doors, latches for windows and any cooking ap-
14 pliance or refrigerator supplied or required to be supplied by the landlord;
15 and

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

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

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

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

29 “[~~14~~] **(15)** ‘Facility’ means a manufactured dwelling park or a marina.

30 “[~~15~~] **(16)** ‘Fee’ means a nonrefundable payment of money.

1 “[16] (17) ‘First class mail’ does not include certified or registered mail,
2 or any other form of mail that may delay or hinder actual delivery of mail
3 to the recipient.

4 “[17] (18) ‘Fixed term tenancy’ means a tenancy that has a fixed term
5 of existence, continuing to a specific ending date and terminating on that
6 date without requiring further notice to effect the termination.

7 “[18] (19) ‘Floating home’ has the meaning given that term in ORS
8 830.700. ‘Floating home’ includes an accessory building or structure.

9 “[19] (20) ‘Good faith’ means honesty in fact in the conduct of the
10 transaction concerned.

11 “[20] (21) ‘Hazard tree’ means a tree that:

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

13 “(b) Measures at least eight inches DBH; and

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

18 “[21] (22) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS
19 699.005.

20 “[22] (23) ‘Informal dispute resolution’ includes voluntary consultation
21 between the landlord or landlord’s agent and one or more tenants or volun-
22 tary mediation utilizing the services of a third party, but does not include
23 mandatory mediation or arbitration.

24 “[23] (24) ‘Landlord’ means the owner, lessor or sublessor of the dwelling
25 unit or the building or premises of which it is a part. ‘Landlord’ includes a
26 person who is authorized by the owner, lessor or sublessor to manage the
27 premises or to enter into a rental agreement.

28 “[24] (25) ‘Landlord’s agent’ means a person who has oral or written
29 authority, either express or implied, to act for or on behalf of a landlord.

30 “[25] (26) ‘Last month’s rent deposit’ means a type of security deposit,

1 however designated, the primary function of which is to secure the payment
2 of rent for the last month of the tenancy.

3 “[26] (27) ‘Manufactured dwelling’ means a residential trailer, a mobile
4 home or a manufactured home as those terms are defined in ORS 446.003 or
5 a prefabricated structure. ‘Manufactured dwelling’ includes an accessory
6 building or structure.

7 “[27] (28) ‘Manufactured dwelling park’ means a place where four or
8 more manufactured dwellings are located, the primary purpose of which is
9 to rent space or keep space for rent to any person for a charge or fee.

10 “[28] (29) ‘Marina’ means a moorage of contiguous dwelling units that
11 may be legally transferred as a single unit and are owned by one person
12 where four or more floating homes are secured, the primary purpose of which
13 is to rent space or keep space for rent to any person for a charge or fee.

14 “[29] (30) ‘Marina purchase association’ means a group of three or more
15 tenants who reside in a marina and have organized for the purpose of even-
16 tual purchase of the marina.

17 “[30] (31) ‘Month-to-month tenancy’ means a tenancy that automatically
18 renews and continues for successive monthly periods on the same terms and
19 conditions originally agreed to, or as revised by the parties, until terminated
20 by one or both of the parties.

21 “[31] (32) ‘Organization’ includes a corporation, government, govern-
22 mental subdivision or agency, business trust, estate, trust, partnership or
23 association, two or more persons having a joint or common interest, and any
24 other legal or commercial entity.

25 “[32] (33) ‘Owner’ includes a mortgagee in possession and means one or
26 more persons, jointly or severally, in whom is vested:

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

28 “(b) All or part of the beneficial ownership and a right to present use and
29 enjoyment of the premises.

30 “[33] (34) ‘Person’ includes an individual or organization.

1 “[(34)] **(35)** ‘Prefabricated structure’ means a structure that is substan-
2 tially constructed or assembled using closed construction at an off-site lo-
3 cation in compliance with the state building code and that is sited and
4 occupied by the owner in compliance with local codes.

5 “[(35)] **(36)** ‘Premises’ means:

6 “(a) A dwelling unit and the structure of which it is a part and facilities
7 and appurtenances therein;

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

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

11 “[(36)] **(37)** ‘Prepaid rent’ means any payment of money to the landlord for
12 a rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
13 a period extending beyond a termination date.

14 “[(37)] **(38)** ‘Recreational vehicle’ has the meaning given that term in ORS
15 174.101.

16 “[(38)] **(39)** ‘Rent’ means any payment to be made to the landlord under
17 the rental agreement, periodic or otherwise, in exchange for the right of a
18 tenant and any permitted pet to occupy a dwelling unit to the exclusion of
19 others and to use the premises. ‘Rent’ does not include security deposits, fees
20 or utility or service charges as described in ORS 90.315 (4) and 90.562.

21 “[(39)] **(40)** ‘Rental agreement’ means all agreements, written or oral, and
22 valid rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying
23 the terms and conditions concerning the use and occupancy of a dwelling
24 unit and premises. ‘Rental agreement’ includes a lease. A rental agreement
25 is either a week-to-week tenancy, month-to-month tenancy or fixed term
26 tenancy.

27 “[(40)] **(41)** ‘Roomer’ means a person occupying a dwelling unit that does
28 not include a toilet and either a bathtub or a shower and a refrigerator,
29 stove and kitchen, all provided by the landlord, and where one or more of
30 these facilities are used in common by occupants in the structure.

1 “[(41)] **(42)** ‘Screening or admission criteria’ means a written statement
2 of any factors a landlord considers in deciding whether to accept or reject
3 an applicant and any qualifications required for acceptance. ‘Screening or
4 admission criteria’ includes, but is not limited to, the rental history, char-
5 acter references, public records, criminal records, credit reports, credit ref-
6 erences and incomes or resources of the applicant.

7 “[(42)] **(43)** ‘Security deposit’ means a refundable payment or deposit of
8 money, however designated, the primary function of which is to secure the
9 performance of a rental agreement or any part of a rental agreement. ‘Secu-
10 rity deposit’ does not include a fee.

11 “[(43)] **(44)** ‘Sexual assault’ has the meaning given that term in ORS
12 147.450.

13 “[(44)] **(45)** ‘Squatter’ means a person occupying a dwelling unit who is
14 not so entitled under a rental agreement or who is not authorized by the
15 tenant to occupy that dwelling unit. ‘Squatter’ does not include a tenant who
16 holds over as described in ORS 90.427 (11).

17 “[(45)] **(46)** ‘Stalking’ means the behavior described in ORS 163.732.

18 “[(46)] **(47)** ‘Statement of policy’ means the summary explanation of in-
19 formation and facility policies to be provided to prospective and existing
20 tenants under ORS 90.510.

21 “[(47)] **(48)** ‘Surrender’ means an agreement, express or implied, as de-
22 scribed in ORS 90.148 between a landlord and tenant to terminate a rental
23 agreement that gave the tenant the right to occupy a dwelling unit.

24 “[(48)] **(49)** ‘Tenant’:

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

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

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

30 “(b) For purposes of ORS 90.505 to 90.850, means only a person who owns

1 and occupies as a residence a manufactured dwelling or a floating home in
2 a facility and persons residing with that tenant under the terms of the rental
3 agreement.

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

5 “[49] (50) ‘Transient lodging’ means a room or a suite of rooms.

6 “[50] (51) ‘Transient occupancy’ means occupancy in transient lodging
7 that has all of the following characteristics:

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

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

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

13 “[51] (52) ‘Vacation occupancy’ means occupancy in a dwelling unit, not
14 including transient occupancy in a hotel or motel, that has all of the fol-
15 lowing characteristics:

16 “(a) The occupant rents the unit for vacation purposes only, not as a
17 principal residence;

18 “(b) The occupant has a principal residence other than at the unit; and

19 “(c) The period of authorized occupancy does not exceed 45 days.

20 “[52] (53) ‘Victim’ means:

21 “(a) The person against whom an incident related to domestic violence,
22 sexual assault, **bias crime** or stalking is perpetrated; or

23 “(b) The parent or guardian of a minor household member against whom
24 an incident related to domestic violence, sexual assault, **bias crime** or
25 stalking is perpetrated, unless the parent or guardian is the perpetrator.

26 “[53] (54) ‘Week-to-week tenancy’ means a tenancy that has all of the
27 following characteristics:

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

30 “(b) There is a written rental agreement that defines the landlord’s and

1 the tenant's rights and responsibilities under this chapter; and

2 “(c) There are no fees or security deposits, although the landlord may
3 require the payment of an applicant screening charge, as provided in ORS
4 90.295.

5 **“SECTION 1a.** ORS 90.325 is amended to read:

6 “90.325. (1) The tenant shall:

7 “(a) Use the parts of the premises including the living room, bedroom,
8 kitchen, bathroom and dining room in a reasonable manner considering the
9 purposes for which they were designed and intended.

10 “(b) Keep all areas of the premises under control of the tenant in every
11 part as clean, sanitary and free from all accumulations of debris, filth, rub-
12 bish, garbage, rodents and vermin, as the condition of the premises permits
13 and to the extent that the tenant is responsible for causing the problem. The
14 tenant shall cooperate to a reasonable extent in assisting the landlord in any
15 reasonable effort to remedy the problem.

16 “(c) Dispose from the dwelling unit all ashes, garbage, rubbish and other
17 waste in a clean, safe and legal manner. With regard to needles, syringes and
18 other infectious waste, as defined in ORS 459.386, the tenant may not dispose
19 of these items by placing them in garbage receptacles or in any other place
20 or manner except as authorized by state and local governmental agencies.

21 “(d) Keep all plumbing fixtures in the dwelling unit or used by the tenant
22 as clean as their condition permits.

23 “(e) Use in a reasonable manner all electrical, plumbing, sanitary, heat-
24 ing, ventilating, air conditioning and other facilities and appliances includ-
25 ing elevators in the premises.

26 “(f) Test at least once every six months and replace batteries as needed
27 in any smoke alarm, smoke detector or carbon monoxide alarm provided by
28 the landlord and notify the landlord in writing of any operating deficiencies.

29 “(g) Behave and require other persons on the premises with the consent
30 of the tenant to behave in a manner that will not disturb the peaceful en-

1 joyment of the premises by neighbors.

2 “(2) A tenant may not:

3 “(a) Remove or tamper with a smoke alarm, smoke detector or carbon
4 monoxide alarm as described in ORS 105.842 or 479.300.

5 “(b) Deliberately or negligently destroy, deface, damage, impair or remove
6 any part of the premises or knowingly permit any person to do so.

7 “(c) Remove, obstruct or tamper with a sprinkler head used for fire sup-
8 pression.

9 “(3) A tenant is not responsible for damage that results from:

10 “(a) Acts of God; or

11 “(b) Conduct by a perpetrator relating to domestic violence, sexual as-
12 sult, **bias crime** or stalking.

13 “(4) For damage that results from conduct by a perpetrator relating to
14 domestic violence, sexual assault, **bias crime** or stalking, a landlord may
15 require a tenant to provide verification that the tenant or a member of the
16 tenant’s household is a victim of domestic violence, sexual assault, **bias**
17 **crime** or stalking as provided by ORS 90.453.

18 “**SECTION 1b.** ORS 90.445 is amended to read:

19 “90.445. (1) If a tenant perpetrates a criminal act of physical violence re-
20 lated to domestic violence, sexual assault, **bias crime** or stalking against a
21 household member who is a tenant, after delivery of at least 24 hours’ writ-
22 ten notice specifying the act or omission constituting the cause and specify-
23 ing the date and time of the termination, the landlord may:

24 “(a) Terminate the rental agreement of the perpetrating tenant, but may
25 not terminate the rental agreement of the other tenants; and

26 “(b) If the perpetrator of the criminal act of physical violence related to
27 domestic violence, sexual assault, **bias crime** or stalking continues to oc-
28 cupy the premises after the termination date and time specified in the notice,
29 seek a court order under ORS 105.128 to remove the perpetrator from the
30 premises and terminate the perpetrator’s tenancy without seeking a return

1 of possession from the remaining tenants.

2 “(2) A landlord that terminates the tenancy of a perpetrator under this
3 section may not require the remaining tenants to pay additional rent or an
4 additional deposit or fee due to exclusion of the perpetrator.

5 “(3) The perpetrator is jointly liable with any other tenants of the
6 dwelling unit for rent or damages to the premises incurred prior to the later
7 of the date the perpetrator vacates the premises or the termination date
8 specified in the notice.

9 “(4) The landlord’s burden of proof in a removal action sought under this
10 section is by a preponderance of the evidence.

11 **“SECTION 1c.** ORS 90.449 is amended to read:

12 “90.449. (1) A landlord may not terminate or fail to renew a tenancy, serve
13 a notice to terminate a tenancy, bring or threaten to bring an action for
14 possession, increase rent, decrease services or refuse to enter into a rental
15 agreement:

16 “(a) Because a tenant or applicant is, or has been, a victim of domestic
17 violence, sexual assault, **bias crime** or stalking.

18 “(b) Because of a violation of the rental agreement or a provision of this
19 chapter, if the violation consists of an incident of domestic violence, sexual
20 assault, **bias crime** or stalking committed against the tenant or applicant.

21 “(c) Because of criminal activity relating to domestic violence, sexual
22 assault, **bias crime** or stalking in which the tenant or applicant is the vic-
23 tim, or of any police or emergency response related to domestic violence,
24 sexual assault, **bias crime** or stalking in which the tenant or applicant is
25 the victim.

26 “(2) A landlord may not impose different rules, conditions or standards
27 or selectively enforce rules, conditions or standards against a tenant or ap-
28 plicant on the basis that the tenant or applicant is or has been a victim of
29 domestic violence, sexual assault, **bias crime** or stalking.

30 “(3) Notwithstanding subsections (1) and (2) of this section, a landlord

1 may terminate the tenancy of a victim of domestic violence, sexual assault,
2 **bias crime** or stalking if the landlord has previously given the tenant a
3 written warning regarding the conduct of the perpetrator relating to domes-
4 tic violence, sexual assault, **bias crime** or stalking and:

5 “(a) The tenant permits or consents to the perpetrator’s presence on the
6 premises and the perpetrator is an actual and imminent threat to the safety
7 of persons on the premises other than the victim; or

8 “(b) The perpetrator is an unauthorized occupant and the tenant permits
9 or consents to the perpetrator living in the dwelling unit without the per-
10 mission of the landlord.

11 “(4) If a landlord violates this section:

12 “(a) A tenant or applicant may recover up to two months’ periodic rent
13 or twice the actual damages sustained by the tenant or applicant, whichever
14 is greater;

15 “(b) The tenant has a defense to an action for possession by the landlord;
16 and

17 “(c) The applicant may obtain injunctive relief to gain possession of the
18 dwelling unit.

19 “(5) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful de-
20 fense under subsection (4) of this section to an action for possession, the
21 tenant is not entitled to prevailing party fees, attorney fees or costs and
22 disbursements if the landlord:

23 “(a) Did not know, and did not have reasonable cause to know, at the time
24 of commencing the action that a violation or incident on which the action
25 was based was related to domestic violence, sexual assault, **bias crime** or
26 stalking; and

27 “(b) Promptly dismissed tenants other than the perpetrator from the
28 action upon becoming aware that the violation or incident on which the
29 action was based was related to domestic violence, sexual assault, **bias**
30 **crime** or stalking.

1 **“SECTION 2.** ORS 90.453 is amended to read:

2 “90.453. (1) As used in this section:

3 “(a) ‘Immediate family member’ means, with regard to a tenant who is a
4 victim of domestic violence, sexual assault, **bias crime** or stalking, any of
5 the following who is not a perpetrator of the domestic violence, sexual as-
6 sault, **bias crime** or stalking against the tenant:

7 “(A) An adult person related by blood, adoption, marriage or domestic
8 partnership, as defined in ORS 106.310, or as defined or described in similar
9 law in another jurisdiction;

10 “(B) A cohabitant in an intimate relationship;

11 “(C) An unmarried parent of a joint child; or

12 “(D) A child, grandchild, foster child, ward or guardian of the victim or
13 of anyone listed in subparagraph (A), (B) or (C) of this paragraph.

14 “(b) ‘Qualified third party’ means a person that has had individual contact
15 with the tenant and is a law enforcement officer, attorney or licensed health
16 professional, **an employee of the Department of Justice division pro-**
17 **viding victim and survivor services** or [is] a victim’s advocate at a victim
18 services provider.

19 “(c) ‘Verification’ means:

20 “(A) A copy of a valid order of protection issued by a court pursuant to
21 ORS 30.866, 107.095 (1)(c), 107.716, 107.718, 107.725, 107.730, 163.738, 163.765,
22 163.767 or 163.775 or any other federal, state, local or tribal court order that
23 restrains a person from contact with the tenant;

24 “(B) A copy of a federal agency or state, local or tribal police report re-
25 garding an act of domestic violence, sexual assault, **bias crime** or stalking
26 against the tenant;

27 “(C) A copy of a conviction of any person for an act of domestic violence,
28 sexual assault, **bias crime** or stalking against the tenant; or

29 “(D) A statement substantially in the form set forth in subsection (3) of
30 this section.

1 “(d) ‘Victim services provider’ means:

2 “(A) A nonprofit agency or program receiving moneys administered by the
3 Department of Human Services or the Department of Justice that offers
4 safety planning, counseling, support or advocacy to victims of domestic vi-
5 olence, sexual assault, **bias crime** or stalking; or

6 “(B) A prosecution-based victim assistance program or unit.

7 “(2)(a) If a tenant gives a landlord at least 14 days’ written notice, and
8 the notice so requests, the landlord shall release the tenant and any imme-
9 diate family member of the tenant from the rental agreement.

10 “(b) The notice given by the tenant must specify the release date and must
11 list the names of any immediate family members to be released in addition
12 to the tenant.

13 “(c) The notice must be accompanied by verification that the tenant:

14 “(A) Is protected by a valid order of protection; or

15 “(B) Has been the victim of domestic violence, sexual assault, **bias crime**
16 or stalking within the 90 days preceding the date of the notice. For purposes
17 of this subparagraph, any time the perpetrator was incarcerated or residing
18 more than 100 miles from the victim’s home does not count as part of the
19 90-day period.

20 “(3) A verification statement must be signed by the tenant and the qual-
21 ified third party and be in substantially the following form:

22 “ _____

23 **QUALIFIED THIRD PARTY**

24 **VERIFICATION**

25

26 _____

27 Name of qualified third party

28

29 _____

30 Name of tenant

1 PART 1. STATEMENT BY TENANT

2

3 I, _____ (Name of tenant), do hereby state as follows:

4

5 “(A) I or a minor member of my household have been a victim of domestic
6 violence, sexual assault, **bias crime** or stalking, as those terms are defined
7 in ORS 90.100.

8

9 “(B) The most recent incident(s) that I rely on in support of this state-
10 ment occurred on the following date(s): _____.

11

12 ____ The time since the most recent incident took place is less than 90 days;
13 or

14

15 ____ The time since the most recent incident took place is less than 90 days
16 if periods when the perpetrator was incarcerated or was living more than 100
17 miles from my home are not counted. The perpetrator was incarcerated from
18 _____ to _____. The perpetrator lived more than 100
19 miles from my home from _____ to _____.

20

21 “(C) I hereby declare that the above statement is true to the best of my
22 knowledge and belief, and that I understand it is made for use as evidence
23 in court and is subject to penalty for perjury.

24

25 _____

26 (Signature of tenant)

27 Date: _____

28

29 PART 2. STATEMENT BY QUALIFIED THIRD PARTY

30

1 I, _____ (Name of qualified third party), do hereby verify as follows:

2

3 “(A) I am a law enforcement officer, attorney or licensed health profes-
4 sional or a victim’s advocate with a victims services provider, as defined in
5 ORS 90.453.

6

7 “(B) My name, business address and business telephone are as follows:

8 _____

9 _____

10 _____

11

12 “(C) The person who signed the statement above has informed me that the
13 person or a minor member of the person’s household is a victim of domestic
14 violence, sexual assault, **bias crime** or stalking, based on incidents that oc-
15 curred on the dates listed above.

16

17 “(D) I reasonably believe the statement of the person above that the per-
18 son or a minor member of the person’s household is a victim of domestic
19 violence, sexual assault, **bias crime** or stalking, as those terms are defined
20 in ORS 90.100. I understand that the person who made the statement may
21 use this document as a basis for gaining a release from the rental agreement
22 with the person’s landlord.

23

24 “I hereby declare that the above statement is true to the best of my
25 knowledge and belief, and that I understand it is made for use as evidence
26 in court and is subject to penalty for perjury.

27

28 _____

29 (Signature of qualified third party
30 making this statement)

1 Date: _____

2 “ _____

3 “(4) A tenant and any immediate family member who is released from a
4 rental agreement pursuant to subsection (2) of this section:

5 “(a) Is not liable for rent or damages to the dwelling unit incurred after
6 the release date; and

7 “(b) Is not subject to any fee solely because of termination of the rental
8 agreement.

9 “(5) Notwithstanding the release from a rental agreement of a tenant who
10 is a victim of domestic violence, sexual assault, **bias crime** or stalking and
11 any tenant who is an immediate family member of that tenant, other tenants
12 remain subject to the rental agreement.

13 “(6) A landlord may not disclose any information provided by a tenant
14 under this section to a third party unless the disclosure is:

15 “(a) Consented to in writing by the tenant;

16 “(b) Required for use in an eviction proceeding;

17 “(c) Made to a qualified third party; or

18 “(d) Required by law.

19 “(7) The provision of a verification statement under subsection (2) of this
20 section does not waive the confidential or privileged nature of a communi-
21 cation between the victim of domestic violence, sexual assault, **bias crime**
22 or stalking and a qualified third party.

23 **“SECTION 2a.** ORS 90.456 is amended to read:

24 “90.456. Notwithstanding the release of a tenant who is a victim of do-
25 mestic violence, sexual assault, **bias crime** or stalking, and any immediate
26 family members of that tenant, from a rental agreement under ORS 90.453
27 or the exclusion of a perpetrator of domestic violence, sexual assault, **bias**
28 **crime** or stalking as provided in ORS 90.459 or 105.128, if there are any re-
29 maining tenants of the dwelling unit, the tenancy shall continue for those
30 tenants. Any fee, security deposit or prepaid rent paid by the victim,

1 perpetrator or other tenants shall be applied, accounted for or refunded by
2 the landlord following termination of the tenancy and delivery of possession
3 by the remaining tenants as provided in ORS 90.300 and 90.302.

4 **“SECTION 2b.** ORS 90.459 is amended to read:

5 “90.459. (1) A tenant may give actual notice to the landlord that the ten-
6 ant is a victim of domestic violence, sexual assault, **bias crime** or stalking
7 and may request that the locks to the dwelling unit be changed. A tenant is
8 not required to provide verification of the domestic violence, sexual
9 assault, **bias crime** or stalking to initiate the changing of the locks.

10 “(2) A landlord who receives a request under subsection (1) of this section
11 shall promptly change the locks to the tenant’s dwelling unit at the tenant’s
12 expense or shall give the tenant permission to change the locks. If a landlord
13 fails to promptly act, the tenant may change the locks without the landlord’s
14 permission. If the tenant changes the locks, the tenant shall give a key to
15 the new locks to the landlord.

16 “(3) If the perpetrator of the domestic violence, sexual assault, **bias**
17 **crime** or stalking is a tenant in the same dwelling unit as the victim:

18 “(a) Before the landlord or tenant changes the locks under this section,
19 the tenant must provide the landlord with a copy of an order issued by a
20 court pursuant to ORS 107.716 or 107.718 or any other federal, state, local
21 or tribal court that orders the perpetrator to move out of the dwelling unit.

22 “(b) The landlord has no duty under the rental agreement or by law to
23 allow the perpetrator access to the dwelling unit or provide keys to the
24 perpetrator, during the term of the court order or after expiration of the
25 court order, or to provide the perpetrator access to the perpetrator’s personal
26 property within the dwelling unit. Notwithstanding ORS 90.425, 90.435 or
27 90.675, if a landlord complies completely and in good faith with this section,
28 the landlord is not liable to a perpetrator excluded from the dwelling unit.

29 “(c) The perpetrator is jointly liable with any other tenant of the dwelling
30 unit for rent or damages to the dwelling unit incurred prior to the date the

1 perpetrator was excluded from the dwelling unit.

2 “(d) Except as provided in subsection (2) of this section, the landlord may
3 not require the tenant to pay additional rent or an additional deposit or fee
4 because of the exclusion of the perpetrator.

5 “(e) The perpetrator’s tenancy terminates by operation of law upon an
6 order described in paragraph (a) of this subsection becoming a final order.

7 **“SECTION 2c.** ORS 90.555 is amended to read:

8 “90.555. (1) As used in this section:

9 “(a) ‘Actively markets for sale’ means that the facility tenant:

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

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

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

14 “(b) ‘Facility landlord’ means the landlord of the facility.

15 “(c) ‘Facility tenant’ means the owner of the manufactured dwelling or
16 floating home, who is the tenant of the facility landlord under the rental
17 agreement.

18 “(d) ‘Rental agreement’ means the rental agreement between the facility
19 landlord and facility tenant.

20 “(e) ‘Renter’ means a person other than the facility tenant who is lawfully
21 occupying the manufactured dwelling or floating home under a subleasing
22 agreement.

23 “(f) ‘Subleasing agreement’ means the written agreement between the fa-
24 cility landlord, facility tenant, and renter concerning the occupancy of the
25 renter and the rights of the parties.

26 “(2) A facility tenant may not rent the facility tenant’s manufactured
27 dwelling or floating home to another person for a period exceeding three
28 days unless the facility landlord, facility tenant and renter enter into a
29 written subleasing agreement specifying the rights and obligations of the
30 facility landlord, facility tenant and renter during the renter’s occupancy of

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

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

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

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

22 “(a) Without cause by giving the renter written notice not less than 30
23 days prior to the termination;

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

27 “(c) Subject to the right to cure:

28 “(A) For nonpayment of facility space rent under ORS 90.394 or 90.630;
29 or

30 “(B) For any conduct by the renter that would be a violation of the rental

1 agreement under ORS 90.396 or 90.398 if committed by the facility tenant.

2 “(6) Upon termination of a subleasing agreement by the facility landlord,
3 whether with or without cause, the renter and the facility tenant are excused
4 from continued performance under any subleasing agreement.

5 “(7)(a) If, during the term of a subleasing agreement, the facility landlord
6 gives notice to the facility tenant of a rental agreement violation, a law or
7 ordinance violation or the facility’s closure, conversion or sale, the landlord
8 shall also promptly give a copy of the notice to the renter. The giving of
9 notice to the renter does not constitute notice to the facility tenant unless
10 the facility tenant has expressly appointed the renter as the facility tenant’s
11 agent for purposes of receiving notice.

12 “(b) If the facility landlord gives notice to the renter that the landlord
13 is terminating the subleasing agreement, the landlord shall also promptly
14 give a copy of the notice to the facility tenant by written notice.

15 “(c) If, during the term of a subleasing agreement, the facility tenant
16 gives notice to the facility landlord of a rental agreement violation, termi-
17 nation of tenancy or sale of the manufactured dwelling or floating home, the
18 facility tenant shall also promptly give a copy of the notice to the renter.

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

22 “(8) Before entering into a sublease agreement, the facility landlord may
23 screen a renter under ORS 90.303, but may not apply to the renter credit and
24 conduct screening criteria that is more restrictive than the landlord applies
25 to applicants for a tenancy of a dwelling or home that is either owned by
26 the landlord or on consignment with the landlord under ORS 90.680.

27 “(9) Notwithstanding subsection (2) of this section, if a facility landlord
28 rents or has a policy of renting manufactured dwellings or floating homes
29 that are listed for sale by the facility landlord, the facility landlord may not
30 prohibit the facility tenant from entering into a subleasing agreement while

1 the facility tenant actively markets for sale the facility tenant's manufac-
2 tured dwelling or floating home.

3 **SECTION 3.** ORS 90.634 is amended to read:

4 "90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwell-
5 ing unit rent against a manufactured dwelling or floating home located in
6 a facility. Notwithstanding ORS 90.100 [(48)] (49) and 90.675 and regardless
7 of whether the owner of a manufactured dwelling or floating home occupies
8 the dwelling or home as a residence, a facility landlord that is entitled to
9 unpaid rent and receives possession of the facility space from the sheriff
10 following restitution pursuant to ORS 105.161 may sell or dispose of the
11 dwelling or home as provided in ORS 90.675.

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

25 **SECTION 3a.** ORS 90.767 is amended to read:

26 "90.767. (1) For disputes subject to mediation under this section, if any
27 party initiates mediation under this section, mediation is mandatory. A
28 landlord of a tenancy subject to ORS 90.505 to 90.850 shall establish a me-
29 diation policy to resolve disputes related to:

30 "(a) Landlord or tenant compliance with the rental agreement or with the

1 provisions of this chapter;

2 “(b) Landlord or tenant conduct within the facility; or

3 “(c) The modification of a rule or regulation under ORS 90.610.

4 “(2) A mediation policy under this section must include:

5 “(a) The process and format by which a tenant or landlord may initiate
6 mediation.

7 “(b) The names and contact information, including the phone number and
8 website address, for mediation services available through the referral pro-
9 gram provided by the Housing and Community Services Department under
10 ORS 456.403 (2) and any other no-cost mediation service acceptable to the
11 landlord.

12 “(c) Information substantially explaining requirements for mediation un-
13 der subsections (3) to (7) of this section.

14 “(3) Mediation conducted under this section:

15 “(a) In addition to any process authorized under subsection (2)(a) of this
16 section, may be initiated by the landlord or tenant’s contact with the Hous-
17 ing and Community Services Department in a format required by the de-
18 partment.

19 “(b) May not resolve any matters except by the agreement of all parties.

20 “(c) Must require that communications from all parties are held strictly
21 confidential and may not be used in any legal proceedings.

22 “(d) May be used to resolve:

23 “(A) Disputes between the landlord and one or more tenants, initiated by
24 any party; and

25 “(B) Disputes between any two or more tenants, initiated only by the
26 landlord.

27 “(e) Must allow a party to designate any person, including a nonattorney,
28 to represent the interests of the party provided that the person has the au-
29 thority to bind that party to any resolution of the dispute.

30 “(f) Must comply with any other provisions as the Housing and Commu-

1 nity Services Department may require by rule.

2 “(4) Parties must participate in mediation under this section by making
3 a good faith effort to schedule mediation within 30 days after mediation is
4 initiated, attending and participating in mediation and cooperating with
5 reasonable requests of the mediator.

6 “(5) After mediation has been initiated and while it is ongoing under this
7 section:

8 “(a) Any statute of limitations related to the dispute is tolled.

9 “(b) A party may not file an action related to the dispute, including an
10 action for possession under ORS 105.110.

11 “(c)(A) A tenant shall continue paying rent to the landlord.

12 “(B) A landlord receiving rent under this paragraph has not accepted rent
13 for the purposes of ORS 90.412 (2), provided that the landlord refunds the
14 rent within 10 days following the conclusion of mediation.

15 “(6) Unless specifically provided for in a mediation policy established
16 under this section, or agreed to by all parties, no party may initiate medi-
17 ation for:

18 “(a) Facility closures consistent with ORS 90.645 or 90.671.

19 “(b) Facility sales consistent with ORS 90.842 to 90.850.

20 “(c) Rent increases consistent with ORS 90.600.

21 “(d) Rent payments or amounts owed.

22 “(e) Tenant violations alleged in a termination notice given under ORS
23 90.394, 90.396 or 90.630 (10).

24 “(f) Violations of an alleged unauthorized person in possession in a notice
25 given under ORS 90.403.

26 “(g) Unless initiated by the victim, a dispute involving allegations of do-
27 mestic violence, sexual assault, **bias crime** or stalking or a dispute between
28 the victim and the alleged perpetrator.

29 “(h) A dispute arising after the termination of the tenancy, including
30 under ORS 90.425, 90.675 or 105.161.

1 “(7) This section does not require any party to:
2 “(a) Reach an agreement on any or all issues submitted to mediation;
3 “(b) Participate in more than one mediation session or participate for an
4 unreasonable length of time in a session; or
5 “(c) Waive or forgo any rights or remedies or the use of any other avail-
6 able informal dispute resolution process.
7 “(8) A mediator in a mediation under this section shall notify the Housing
8 and Community Services Department as to whether the dispute was resolved
9 through mediation but may not provide the department with the contents of
10 any resolution.
11 “(9) A landlord may unilaterally amend a rental agreement or facility
12 rules and regulations to comply with this section.
13 “(10) If a party refuses to participate in good faith in mediation with an-
14 other party or uses mediation to harass another party, the other party:
15 “(a) Has a defense to a claim related to the subject of the dispute for
16 which mediation was sought; and
17 “(b) Is entitled to damages of one month’s rent against the party.”.

18
