

LC 287
2026 Regular Session
1/12/26 (RLM/ps)

D R A F T

SUMMARY

Digest: This Act allows a tenant or applicant for housing to opt not to use a tenant portal or to pay by card or electronic means. (Flesch Readability Score: 63.0).

Defines “tenant portal” for the purposes of residential tenancies. Requires landlords to provide an alternative to a tenant portal in response to a request from an applicant or tenant. Prohibits landlords from requiring payments via a tenant portal, card or electronic means. Requires landlords to provide an alternative to a tenant portal to access common areas of the premises. Allows landlords to charge tenants for payment processing fees for payments made by credit card or tenant portal.

Takes effect on the 91st day following adjournment sine die.

1 A BILL FOR AN ACT

2 Relating to electronic access to residential tenancies; creating new pro-
3 visions; amending ORS 90.100, 90.302 and 90.320; and prescribing an ef-
4 fective date.

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

6 **SECTION 1. Sections 2 and 3 of this 2026 Act are added to and made**
7 **a part of ORS chapter 90.**

8 **SECTION 2. (1) A landlord who uses a tenant portal to accept an**
9 **application shall:**

10 **(a)(A) Post a printable copy of the application on the landlord's**
11 **website; or**

12 **(B) Within three days following receipt of a written request by any**
13 **prospective applicant, provide a printed or printable copy of the ap-**
14 **plication to the prospective applicant by mail or electronic mail.**

15 **(b) Process all applications in the same manner and with the same**

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 priority regardless of whether the applications are received through
2 the tenant portal, which the landlord may accomplish by promptly
3 inputting information from an applicant's paper application to the
4 tenant portal.

5 (2) If an applicant or tenant requests an alternative in writing, a
6 landlord may not require a tenant to use a tenant portal as the sole
7 means to:

- 8 (a) Verify identification;
- 9 (b) Review and sign addenda or other legal agreements;
- 10 (c) Pay rent or other charges;
- 11 (d) View account statements, balances or payment history;
- 12 (e) Submit documents relating to the tenancy;
- 13 (f) Request maintenance or repairs;
- 14 (g) Request permission for alterations or improvements;
- 15 (h) Communicate safety concerns, violations, complaints or dispute
16 resolution requests;
- 17 (i) Vote on matters; or
- 18 (j) Perform any other function essential to the enjoyment of the
19 tenancy or the exercise of a tenant's rights.

20 (3) If a landlord fails to comply with this section, an individual who
21 applied as described in subsection (1)(b) of this section or requested
22 an alternative to the tenant portal under subsection (1)(a) or (2) of this
23 section is entitled to any damages sustained, or \$100, whichever is
24 greater.

25 **SECTION 3.** (1) A landlord shall allow a tenant to make payments
26 by check or other commercially reasonable methods.

27 (2) A landlord may not require a tenant to make payments by debit
28 card, credit card, electronic check, tenant portal or any other form
29 of electronic payment.

30 (3) A landlord may not charge a late fee or terminate a tenancy
31 based on nonpayment of rent or other charge if a landlord refuses to

1 **allow a payment offered by the tenant under subsection (1) of this**
2 **section.**

3 **SECTION 4.** ORS 90.100 is amended to read:

4 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

21 (4) “Attorney” includes an associate licensee of the Oregon State Bar
22 practicing law within the licensee’s approved scope of practice.

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

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

28 (7) “Carbon monoxide alarm” has the meaning given that term in ORS
29 105.836.

30 (8) “Carbon monoxide source” has the meaning given that term in ORS
31 105.836.

1 (9) "Conduct" means the commission of an act or the failure to act.

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

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

9 (12) "Domestic violence" means:

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

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

14 (13) "Drug and alcohol free housing" means a dwelling unit described in
15 ORS 90.243.

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

24 (15) "Essential service" means:

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

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

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

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

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

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

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

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

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

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

22 (20) "Floating home" has the meaning given that term in ORS 830.700.
23 "Floating home" includes an accessory building or structure.

24 (21) "Good faith" means honesty in fact in the conduct of the transaction
25 concerned.

26 (22) "Hazard tree" means a tree that:

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

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

29 (c) Is considered, by an arborist licensed as a landscape construction
30 professional pursuant to ORS 671.560 and certified by the International So-
31 ciety of Arboriculture, to pose an unreasonable risk of causing serious

1 physical harm or damage to individuals or property in the near future.

2 (23) "Hotel or motel" means "hotel" as that term is defined in ORS
3 699.005.

4 (24) "Informal dispute resolution" includes voluntary consultation be-
5 tween the landlord or landlord's agent and one or more tenants or voluntary
6 mediation utilizing the services of a third party, but does not include man-
7 datory mediation or arbitration.

8 (25) "Landlord" means the owner, lessor or sublessor of the dwelling unit
9 or the building or premises of which it is a part. "Landlord" includes a
10 person who is authorized by the owner, lessor or sublessor to manage the
11 premises or to enter into a rental agreement.

12 (26) "Landlord's agent" means a person who has oral or written authority,
13 either express or implied, to act for or on behalf of a landlord.

14 (27) "Last month's rent deposit" means a type of security deposit, however
15 designated, the primary function of which is to secure the payment of rent
16 for the last month of the tenancy.

17 (28) "Manufactured dwelling" means a residential trailer, a mobile home
18 or a manufactured home as those terms are defined in ORS 446.003 or a
19 prefabricated structure. "Manufactured dwelling" includes an accessory
20 building or structure.

21 (29) "Manufactured dwelling park" means a place where four or more
22 manufactured dwellings are located, the primary purpose of which is to rent
23 space or keep space for rent to any person for a charge or fee.

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

28 (31) "Marina purchase association" means a group of three or more ten-
29 ants who reside in a marina and have organized for the purpose of eventual
30 purchase of the marina.

31 (32) "Month-to-month tenancy" means a tenancy that automatically re-

1 news and continues for successive monthly periods on the same terms and
2 conditions originally agreed to, or as revised by the parties, until terminated
3 by one or both of the parties.

4 (33) "Organization" includes a corporation, government, governmental
5 subdivision or agency, business trust, estate, trust, partnership or associ-
6 ation, two or more persons having a joint or common interest, and any other
7 legal or commercial entity.

8 (34) "Owner" includes a mortgagee in possession and means one or more
9 persons, jointly or severally, in whom is vested:

- 10 (a) All or part of the legal title to property; or
- 11 (b) All or part of the beneficial ownership and a right to present use and
12 enjoyment of the premises.

13 (35) "Person" includes an individual or organization.

14 (36) "Prefabricated structure" means a structure that is substantially
15 constructed or assembled using closed construction at an off-site location in
16 compliance with the state building code and that is sited and occupied by the
17 owner in compliance with local codes.

18 (37) "Premises" means:

- 19 (a) A dwelling unit and the structure of which it is a part and facilities
20 and appurtenances therein;
- 21 (b) Grounds, areas and facilities held out for the use of tenants generally
22 or the use of which is promised to the tenant; and
- 23 (c) A facility for manufactured dwellings or floating homes.

24 (38) "Prepaid rent" means any payment of money to the landlord for a
25 rent obligation not yet due. In addition, "prepaid rent" means rent paid for
26 a period extending beyond a termination date.

27 (39) "Recreational vehicle" has the meaning given that term in ORS
28 174.101.

29 (40) "Recreational vehicle park" has the meaning given that term in ORS
30 197.492.

31 (41)(a) "Rent" means any payment to be made to the landlord under the

1 rental agreement, periodic or otherwise, in exchange for the right of a tenant
2 and any permitted pet to occupy a dwelling unit to the exclusion of others
3 and to use the premises.

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

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

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

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

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

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

27 (47)(a) "Squatter" means a person occupying a dwelling unit, or occupying
28 any other property and using it for dwelling purposes, who is not so entitled
29 under a rental agreement or who is not authorized by the tenant to occupy
30 that dwelling unit.

31 (b) "Squatter" does not include a tenant who holds over as described in

1 ORS 90.427 (11).

2 (48) "Stalking" means the behavior described in ORS 163.732.

3 (49) "Statement of policy" means the summary explanation of information
4 and facility policies to be provided to prospective and existing tenants under
5 ORS 90.510.

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

9 (51) "Tenant":

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

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

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

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

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

20 **(52)(a) "Tenant portal" means any electronic application, software,**
21 **website or digital platform provided by or on behalf of a landlord that**
22 **a tenant, applicant or prospective applicant uses in connection with**
23 **applying for, establishing, maintaining or terminating a tenancy.**

24 **(b) "Tenant portal" does not include communications with the**
25 **landlord or landlord's agent via email or text message.**

26 [(52)] (53) "Transient lodging" means a room or a suite of rooms.

27 [(53)] (54) "Transient occupancy" means occupancy in transient lodging
28 that has all of the following characteristics:

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

31 (b) The lodging operator provides maid and linen service daily or every

1 two days as part of the regularly charged cost of occupancy; and
2 (c) The period of occupancy does not exceed 30 days.
3 [(54)] (55) "Vacation occupancy" means occupancy in a dwelling unit, not
4 including transient occupancy in a hotel or motel, that:
5 (a) Has all of the following characteristics:
6 (A) The occupant rents the unit for vacation purposes only, not as a
7 principal residence;
8 (B) The occupant has a principal residence other than at the unit; and
9 (C) The period of authorized occupancy does not exceed 45 days; or
10 (b) Is for the rental of a space in a recreational vehicle park on which a
11 recreational vehicle owned by the occupant will be located and for which:
12 (A) The occupant rents the unit for vacation purposes only, not as a
13 principal residence;
14 (B) The occupant has a principal residence other than at the space;
15 (C) The period of authorized occupancy does not exceed 90 days;
16 (D) The recreational vehicle is required to be removed from the park at
17 the end of the occupancy period before a new occupancy may begin; and
18 (E) A written agreement is signed by the occupant that substantially
19 states: "Your occupancy of this recreational vehicle park is a vacation oc-
20 cupancy and is NOT subject to the Oregon Residential Landlord and Tenant
21 Act (ORS chapter 90)."

22 [(55)] (56) "Victim" means:

23 (a) The person against whom an incident related to domestic violence,
24 sexual assault, bias crime or stalking is perpetrated; or
25 (b) The parent or guardian of a minor household member against whom
26 an incident related to domestic violence, sexual assault, bias crime or stalk-
27 ing is perpetrated, unless the parent or guardian is the perpetrator.

28 [(56)] (57) "Week-to-week tenancy" means a tenancy that has all of the
29 following characteristics:

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

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

3 (c) There are no fees or security deposits, although the landlord may re-
4 quire the payment of an applicant screening charge, as provided in ORS
5 90.295.

6 **SECTION 5.** ORS 90.302 is amended to read:

7 90.302. (1) A landlord may not charge a fee at the beginning of the
8 tenancy for an anticipated landlord expense and may not require the payment
9 of any fee except as provided in this section. A fee must be described in a
10 written rental agreement.

11 (2) A landlord may charge a tenant a fee for each occurrence of the fol-
12 lowing:

13 (a) A late rent payment, pursuant to ORS 90.260.

14 (b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee
15 may not exceed the amount described in ORS 30.701 (5) plus any amount that
16 a bank has charged the landlord for processing the dishonored check.

17 (c) Removal or tampering with a properly functioning smoke alarm, smoke
18 detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The
19 landlord may charge a fee of up to \$250 unless the State Fire Marshal as-
20 sesses the tenant a civil penalty for the conduct under ORS 479.990 or under
21 ORS 105.836 to 105.842 and 476.725.

22 (d) The violation of a written pet agreement or of a rule relating to pets
23 in a facility, pursuant to ORS 90.530.

24 (e) The abandonment or relinquishment of a dwelling unit during a fixed
25 term tenancy without cause. The fee may not exceed one and one-half times
26 the monthly rent. A landlord may not assess a fee under this paragraph if
27 the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or
28 90.475. If the landlord assesses a fee under this paragraph:

29 (A) The landlord may not recover unpaid rent for any period of the fixed
30 term tenancy beyond the date that the landlord knew or reasonably should
31 have known of the abandonment or relinquishment;

1 (B) The landlord may not recover damages related to the cost of renting
2 the dwelling unit to a new tenant; and

3 (C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

4 (3)(a) A landlord may charge a tenant a fee under this subsection for a
5 second noncompliance or for a subsequent noncompliance with written rules
6 or policies that describe the prohibited conduct and the fee for a second
7 noncompliance, and for any third or subsequent noncompliance, that occurs
8 within one year after a written warning notice described in subparagraph (A)
9 of this paragraph. Except as provided in paragraph (b)(G) or (H) of this
10 subsection, the fee may not exceed \$50 for the second noncompliance within
11 one year after the warning notice for the same or a similar noncompliance
12 or \$50 plus five percent of the rent payment for the current rental period for
13 a third or subsequent noncompliance within one year after the warning no-
14 tice for the same or a similar noncompliance. The landlord:

15 (A) Shall give a tenant a written warning notice that describes:

16 (i) A specific noncompliance before charging a fee for a second or subse-
17 quent noncompliance for the same or similar conduct; and

18 (ii) The amount of the fee for a second noncompliance, and for any sub-
19 sequent noncompliance, that occurs within one year after the warning notice.

20 (B) Shall give a tenant a written notice describing the noncompliance
21 when assessing a fee for a second or subsequent noncompliance that occurs
22 within one year after the warning notice.

23 (C) Shall give a warning notice for a noncompliance or assess a fee for
24 a second or subsequent noncompliance within 30 days after the act consti-
25 tuting noncompliance.

26 (D) May terminate a tenancy for a noncompliance consistent with this
27 chapter instead of assessing a fee under this subsection, but may not assess
28 a fee and terminate a tenancy for the same noncompliance.

29 (E) May not deduct a fee assessed pursuant to this subsection from a rent
30 payment for the current or a subsequent rental period.

31 (b) A landlord may charge a tenant a fee for occurrences of noncompli-

1 ance with written rules or policies as provided in paragraph (a) of this sub-
2 section for the following types of noncompliance:

3 (A) The late payment of a utility or service charge that the tenant owes
4 the landlord as described in ORS 90.315.

5 (B) Failure to clean up pet waste from a part of the premises other than
6 the dwelling unit.

7 (C) Failure to clean up the waste of a service animal or a companion
8 animal from a part of the premises other than the dwelling unit.

9 (D) Failure to clean up garbage, rubbish and other waste from a part of
10 the premises other than the dwelling unit.

11 (E) Parking violations.

12 (F) The improper use of vehicles within the premises.

13 (G) Smoking in a clearly designated nonsmoking unit or area of the
14 premises. The fee for a second or any subsequent noncompliance under this
15 subparagraph may not exceed \$250. A landlord may not assess this fee before
16 24 hours after the required warning notice to the tenant.

17 (H) Keeping on the premises an unauthorized pet capable of causing
18 damage to persons or property, as described in ORS 90.405. The fee for a
19 second or any subsequent noncompliance under this subparagraph may not
20 exceed \$250. A landlord may not assess this fee before 48 hours after the
21 required warning notice to the tenant.

22 (4) A landlord may not be required to account for or return to the tenant
23 any fee.

24 (5) Except as provided in subsection (2)(e) of this section, a landlord may
25 not charge a tenant any form of liquidated damages, however designated.

26 (6) Nonpayment of a fee is not grounds for termination of a rental
27 agreement for nonpayment of rent under ORS 90.394, but is grounds for ter-
28 mination of a rental agreement for cause under ORS 90.392 or 90.630 (1).

29 (7) This section does not apply to:

30 (a) Attorney fees awarded pursuant to ORS 90.255;

31 (b) Applicant screening charges paid pursuant to ORS 90.295;

1 (c) Charges for improvements or other actions that are requested by the
2 tenant and are not required of the landlord by the rental agreement or by
3 law, including the cost to replace a key lost by a tenant;

4 [(d) *Processing fees charged to the landlord by a credit card company and*
5 *passed through to the tenant for the use of a credit card by the tenant to make*
6 *a payment when:*]

7 [(A) *The credit card company allows processing fees to be passed through*
8 *to the credit card holder; and*]

9 [(B) *The landlord allows the tenant to pay in cash or by check;*]

10 **(d) Processing fees charged to the landlord, for a payment made by**
11 **a tenant by credit or debit card or through a tenant portal or other**
12 **electronic means, and passed through to the tenant, provided that:**

13 **(A) The payment processing company allows fees to be passed to the**
14 **payor;**

15 **(B) The landlord allows the tenant to pay by nonelectronic means**
16 **as required under section 3 (1) of this 2026 Act; and**

17 **(C) Records of fees charged to the landlord and passed through to**
18 **the tenant are made available to the tenant upon written request**
19 **within a reasonable time;**

20 (e) A requirement by a landlord in a written rental agreement that a
21 tenant obtain and maintain renter's liability insurance pursuant to ORS
22 90.222; or

23 (f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit
24 that is within a homeowners association organized under ORS 94.625 or an
25 association of unit owners organized under ORS 100.405, respectively, if:

26 (A) The assessments are imposed by the association on a landlord who
27 owns a dwelling unit within the association and the landlord passes the as-
28 sessments through to a tenant of the unit;

29 (B) The assessments are imposed by the association on any person for
30 expenses related to moving into or out of a unit located within the associ-
31 ation;

1 (C) The landlord sets forth the assessment requirement in the written
2 rental agreement at the commencement of the tenancy; and

3 (D) The landlord gives a copy of the assessment the landlord receives from
4 the association to the tenant before or at the time the landlord charges the
5 tenant.

6 (8) If a landlord charges a tenant a fee in violation of this section, the
7 tenant may recover twice the actual damages of the tenant or \$300, which-
8 ever is greater. This penalty does not apply to fees described in subsection
9 (2) of this section.

10 (9) The landlord may unilaterally amend a rental agreement for a facility
11 subject to ORS 90.505 to 90.850 to impose fees authorized by subsection (3)
12 of this section upon a 90-day written notice to the tenant, except that a
13 marina landlord may not impose a noncompliance fee for parking under
14 subsection (3)(b)(E) of this section.

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

16 90.320. (1) A landlord shall at all times during the tenancy maintain the
17 dwelling unit in a habitable condition. For purposes of this section, a
18 dwelling unit shall be considered uninhabitable if it substantially lacks:

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

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

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

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

26 (B) Furnished to appropriate fixtures;

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

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

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

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

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

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

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

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

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

29 (k) A carbon monoxide alarm, and the dwelling unit:
30 (A) Contains a carbon monoxide source; or
31 (B) Is located within a structure that contains a carbon monoxide source

1 and the dwelling unit is connected to the room in which the carbon monoxide
2 source is located by a door, ductwork or a ventilation shaft;

3 (L) Working locks for all dwelling entrance doors and latches for all
4 windows, by which access may be had to the dwelling unit;

5 (m) A means of unlocking locks under paragraph (L) of this subsection,
6 *[including access control systems operated by a software application operated
7 on a tenant's mobile phone or other electronic device, provided that the land-
8 lord also offers the tenant at least one alternative means of access, including]*
9 **and of unlocking or otherwise accessing all common areas or common**
10 **facilities of the premises to which the tenant has access, such as an**
11 **access code or a fob, key card or other tangible key which must include**
12 **at least one means other than a tenant portal;** or

13 (n) For a dwelling unit in a building where building permits for its con-
14 struction were issued on or after April 1, 2024, adequate cooling facilities
15 that:

16 (A) Provide cooling in at least one room of the dwelling unit, not in-
17 cluding a bathroom;

18 (B) Conform to applicable law at the time of installation and are main-
19 tained in good working order; and

20 (C) May include central air conditioning, an air-source or ground-source
21 heat pump or a portable air conditioning device that is provided by the
22 landlord.

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

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

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

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

31 (3) Any provisions of this section that reasonably apply only to a struc-

ture that is used as a home, residence or sleeping place do not apply to a manufactured dwelling, recreational vehicle or floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manufactured dwelling or floating home tenancies in which the tenant owns the dwelling or home and rents space in a facility are governed by ORS 90.730 and not by this section.

SECTION 7. (1) Sections 2 and 3 of this 2026 Act and the amendments to ORS 90.302 and 90.320 by sections 5 and 6 of this 2026 Act apply to rental agreements entered into before, on or after the effective date of this 2026 Act.

(2) Section 2 of this 2026 Act applies to applications for a rental agreement screened on or after the effective date of this 2026 Act.

SECTION 8. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

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