

DRAFT

SUMMARY

Digest: This Act makes landlords notify car lenders of a tenant's left behind car. (Flesch Readability Score: 67.7).

Requires landlords to notify and treat lienholders of abandoned vehicles the same as lienholders of abandoned recreational vehicles, manufactured dwellings or floating homes.

A BILL FOR AN ACT

1
2 Relating to lienholders of a residential tenant's abandoned property; amend-
3 ing ORS 90.425.

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

5 **SECTION 1.** ORS 90.425 is amended to read:

6 90.425. (1) As used in this section:

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

13 (b) "Dispose of the personal property" means that, if reasonably appro-
14 priate, the landlord may throw away the property or may give it without
15 consideration to a nonprofit organization or to a person unrelated to the
16 landlord. The landlord may not retain the property for personal use or ben-
17 efit.

18 (c) "Goods" includes those goods left inside a recreational vehicle, man-
19 ufactured dwelling or floating home or left upon the rental space outside a

1 recreational vehicle, manufactured dwelling or floating home, whether the
2 recreational vehicle, dwelling or home is located inside or outside of a fa-
3 cility.

4 (d) “Lienholder” means any lienholder of an abandoned **vehicle, includ-**
5 **ing a** recreational vehicle, manufactured dwelling or floating home, if the
6 [*lien is of record or the*] lienholder is actually known to the landlord[.] **or**
7 **the lien takes the form of:**

8 [(e) “Of record” means:]

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

12 (B) For a manufactured dwelling or recreational vehicle, [*that is more*
13 *than eight and one-half feet wide, that*] a security interest **that** has been
14 properly recorded for the manufactured dwelling or recreational vehicle in
15 the records of the Department of Consumer and Business Services pursuant
16 to ORS 446.611 or on a certificate of title issued by the Department of
17 Transportation.

18 (C) For a floating home, [*that*] a security interest **that** has been properly
19 recorded with the State Marine Board pursuant to ORS 830.740 to 830.755 for
20 a home registered and titled with the board pursuant to ORS 830.715.

21 [(f)] (e) “Owner” means any owner of an abandoned [*recreational*] vehicle,
22 manufactured dwelling or floating home, if different from the tenant and ei-
23 ther of record or actually known to the landlord.

24 [(g)] (f)(A) “Personal property” means goods, vehicles and recreational
25 vehicles and includes manufactured dwellings and floating homes not located
26 in a facility.

27 (B) “Personal property” does not include manufactured dwellings and
28 floating homes located in a facility and therefore subject to being stored,
29 sold or disposed of as provided under ORS 90.675.

30 (2) A landlord is responsible for abandoned personal property and shall
31 store, sell or dispose of abandoned personal property as provided by this

1 section. This section governs the rights and obligations of landlords, tenants
2 and any lienholders or owners in any personal property abandoned or left
3 upon the premises by the tenant or any lienholder or owner in the following
4 circumstances:

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

10 (b) The tenant has been absent from the premises continuously for seven
11 days after termination of a tenancy by a court order that has not been exe-
12 cuted; or

13 (c) The landlord receives possession of the premises from the sheriff fol-
14 lowing restitution pursuant to ORS 105.161.

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

18 (a) Personally delivered to the tenant; or

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

20 (A) The premises;

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

23 (C) The most recent forwarding address if provided by the tenant or ac-
24 tually known to the landlord.

25 (4)(a) In addition to the notice required by subsection (3) of this section,
26 in the case of an abandoned [*recreational*] vehicle, manufactured dwelling or
27 floating home, a landlord shall also give a copy of the notice described in
28 subsection (3) of this section to:

29 (A) Any lienholder of the [*recreational*] vehicle, manufactured dwelling
30 or floating home;

31 (B) Any owner of the [*recreational*] vehicle, manufactured dwelling or

1 floating home;

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

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

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

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

12 (A) Actually known to the landlord;

13 (B) Of record; and

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

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

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

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

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

28 (d) The tenant or any lienholder or owner, except as provided by sub-
29 section (18) of this section, may arrange for removal of the personal property
30 by contacting the landlord at a described telephone number or address on
31 or before the specified date;

1 (e) The landlord shall make the personal property available for removal
2 by the tenant or any lienholder or owner, except as provided by subsection
3 (18) of this section, by appointment at reasonable times;

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

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

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

20 (i) If the personal property includes a [*recreational*] vehicle, manufactured
21 dwelling or floating home and if applicable, there is a lienholder or owner
22 that has a right to claim the [*recreational*] vehicle, dwelling or home, except
23 as provided by subsection (18) of this section.

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

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

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

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

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

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

10 (A) Promptly dispose of rotting food; and

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

17 (c) Except for manufactured dwellings and floating homes, may store the
18 abandoned personal property at the dwelling unit, move and store it else-
19 where on the premises or move and store it at a commercial storage company
20 or other place of safekeeping; and

21 (d) Is entitled to reasonable or actual storage charges and costs incidental
22 to storage or disposal, including any cost of removal to a place of storage.
23 In the case of an abandoned manufactured dwelling or floating home, the
24 storage charge may be no greater than the monthly space rent last payable
25 by the tenant.

26 (8) If a tenant, lienholder or owner, upon the receipt of the notice pro-
27 vided by subsection (3) or (4) of this section or otherwise, responds by actual
28 notice to the landlord on or before the specified date in the landlord's notice
29 that the tenant, lienholder or owner intends to remove the personal property
30 from the premises or from the place of safekeeping, the landlord must make
31 that personal property available for removal by the tenant, lienholder or

1 owner by appointment at reasonable times during the 15 days or, in the case
2 of a manufactured dwelling or floating home, 30 days following the date of
3 the response, subject to subsection (18) of this section. If the personal prop-
4 erty is considered to be abandoned pursuant to subsection (2)(a) or (b) of this
5 section, but not pursuant to subsection (2)(c) of this section, the landlord
6 may require payment of removal and storage charges, as provided in sub-
7 section (7)(d) of this section, prior to allowing the tenant, lienholder or
8 owner to remove the personal property. Acceptance by a landlord of such
9 payment does not operate to create or reinstate a tenancy or create a waiver
10 pursuant to ORS 90.412 or 90.417.

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

23 (10) If the personal property is presumed to be abandoned under sub-
24 section (9) of this section, the landlord then may:

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

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

31 (B) The landlord shall:

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

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

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

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

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

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

15 (VI) The name and telephone number of the person to contact to inspect
16 the recreational vehicle, manufactured dwelling or floating home;

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

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

26 (iv) Obtain written proof from the county that all property taxes and as-
27 sessments on the manufactured dwelling or floating home have been paid or,
28 if not paid, that the county has authorized the sale, with the sale proceeds
29 to be distributed pursuant to subsection (13) of this section;

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

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

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

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

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

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

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

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

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

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

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

28 (b) A person or nonprofit organization to whom the landlord gives the
29 dwelling or home pursuant to subsection (1)(b), (10)(b) or (11)(b) of this sec-
30 tion.

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

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

2 (B) Unpaid rent.

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

8 (c) If the sale was of a [*recreational*] vehicle, manufactured dwelling or
9 floating home, after deducting the amounts listed in paragraphs (a) and (b)
10 of this subsection, if applicable, the landlord shall remit the remaining pro-
11 ceeds, if any, to any lienholder to the extent of any unpaid balance owed on
12 the lien on the [*recreational*] vehicle, dwelling or home.

13 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of
14 this subsection, if applicable, the landlord shall remit to the tenant or owner
15 the remaining proceeds, if any, together with an itemized accounting.

16 (e) If the tenant or owner cannot after due diligence be found, the land-
17 lord shall deposit the remaining proceeds with the county treasurer of the
18 county in which the sale occurred. If not claimed within three years, the
19 deposited proceeds revert to the general fund of the county and are available
20 for general purposes.

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

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

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

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

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

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

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

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

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

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

13 (15) The landlord is not responsible for any loss to the tenant, lienholder
14 or owner resulting from storage of personal property in compliance with this
15 section unless the loss was caused by the landlord's deliberate or negligent
16 act. In the event of a deliberate and malicious violation, the landlord is lia-
17 ble for twice the actual damages sustained by the tenant, lienholder or
18 owner.

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

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

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

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

1 (c) A county tax collector aggrieved by the noncompliance may recover
2 from the landlord the actual damages sustained by the tax collector, if the
3 noncompliance is part of an effort by the landlord to defraud the tax col-
4 lector. ORS 90.255 does not authorize an award of attorney fees to the pre-
5 vailing party in any action arising under this paragraph.

6 (18) In the case of an abandoned [*recreational*] vehicle, manufactured
7 dwelling or floating home, the provisions of this section regarding the rights
8 and responsibilities of a tenant to the abandoned vehicle, dwelling or home
9 also apply to any lienholder except that the lienholder may not sell or re-
10 move the vehicle, dwelling or home unless:

11 (a) The lienholder has foreclosed its lien on the [*recreational*] vehicle,
12 manufactured dwelling or floating home;

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

16 (c) The notice and response periods provided by subsections (6) and (8)
17 of this section have expired.

18 (19)(a) In the case of an abandoned manufactured dwelling or floating
19 home but not including a dwelling or home abandoned following a termi-
20 nation pursuant to ORS 90.429 and except as provided by subsection (20)(d)
21 and (e) of this section, if a lienholder makes a timely response to a notice
22 of abandoned personal property pursuant to subsections (6) and (8) of this
23 section and so requests, a landlord shall enter into a written storage agree-
24 ment with the lienholder providing that the dwelling or home may not be
25 sold or disposed of by the landlord for up to 12 months. A storage agreement
26 entitles the lienholder to store the personal property on the previously
27 rented space during the term of the agreement, but does not entitle anyone
28 to occupy the personal property.

29 (b) The lienholder's right to a storage agreement arises upon the failure
30 of the tenant, owner or, in the case of a deceased tenant, the personal rep-
31 resentative, designated person, heir or devisee to remove or sell the dwelling

1 or home within the allotted time.

2 (c) To exercise the right to a storage agreement under this subsection, in
3 addition to contacting the landlord with a timely response as described in
4 paragraph (a) of this subsection, the lienholder must enter into the proposed
5 storage agreement within 60 days after the landlord gives a copy of the
6 agreement to the lienholder. The landlord shall give a copy of the proposed
7 storage agreement to the lienholder in the same manner as provided by sub-
8 section (4)(b) of this section. The landlord may include a copy of the pro-
9 posed storage agreement with the notice of abandoned property required by
10 subsection (4) of this section. A lienholder enters into a storage agreement
11 by signing a copy of the agreement provided by the landlord and personally
12 delivering or mailing the signed copy to the landlord within the 60-day pe-
13 riod.

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

16 (A) The lienholder make timely periodic payment of all storage charges,
17 as described in subsection (7)(d) of this section, accruing from the com-
18 mencement of the 45-day period described in subsection (6) of this section.
19 A storage charge may include a utility or service charge, as described in
20 ORS 90.562, if limited to charges for electricity, water, sewer service and
21 natural gas and if incidental to the storage of personal property. A storage
22 charge may not be due more frequently than monthly;

23 (B) The lienholder pay a late charge or fee for failure to pay a storage
24 charge by the date required in the agreement, if the amount of the late
25 charge is no greater than for late charges described in the rental agreement
26 between the landlord and the tenant; and

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

31 (e) During the term of an agreement described under this subsection, the

1 lienholder has the right to remove or sell the property, subject to the pro-
2 visions of the lien. Selling the property includes a sale to a purchaser who
3 wishes to leave the dwelling or home on the rented space and become a
4 tenant, subject to any conditions previously agreed to by the landlord and
5 tenant regarding the landlord's approval of a purchaser or, if there was no
6 such agreement, any reasonable conditions by the landlord regarding ap-
7 proval of any purchaser who wishes to leave the dwelling or home on the
8 rented space and become a tenant. The landlord also may condition approval
9 for occupancy of any purchaser of the property upon payment of all unpaid
10 storage charges and maintenance costs.

11 (f)(A) If the lienholder violates the storage agreement, the landlord may
12 terminate the agreement by giving at least 90 days' written notice to the
13 lienholder stating facts sufficient to notify the lienholder of the reason for
14 the termination. Unless the lienholder corrects the violation within the no-
15 tice period, the agreement terminates as provided and the landlord may sell
16 or dispose of the dwelling or home without further notice to the lienholder.

17 (B) After a landlord gives a termination notice pursuant to subparagraph
18 (A) of this paragraph for failure of the lienholder to pay a storage charge
19 and the lienholder corrects the violation, if the lienholder again violates the
20 storage agreement by failing to pay a subsequent storage charge, the land-
21 lord may terminate the agreement by giving at least 30 days' written notice
22 to the lienholder stating facts sufficient to notify the lienholder of the reason
23 for termination. Unless the lienholder corrects the violation within the no-
24 tice period, the agreement terminates as provided and the landlord may sell
25 or dispose of the property without further notice to the lienholder.

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

30 (g) Upon the failure of a lienholder to enter into a storage agreement as
31 provided by this subsection or upon termination of an agreement, unless the

1 parties otherwise agree or the lienholder has sold or removed the manufac-
2 tured dwelling or floating home, the landlord may sell or dispose of the
3 property pursuant to this section without further notice to the lienholder.

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

8 (a) The following persons have the same rights and responsibilities re-
9 garding the abandoned dwelling or home as a tenant:

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

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

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

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

16 (B) Personally delivered or sent by first class mail to any personal rep-
17 resentative or designated person, if actually known to the landlord.

18 (c) The notice described in subsection (5) of this section must refer to any
19 personal representative or designated person, instead of the deceased tenant,
20 and must incorporate the provisions of this subsection.

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

1 lienholder pursuant to subsection (19) of this section until the agreement
2 with the personal representative or designated person ends.

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

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

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

27 (h) Upon the failure of a representative or person to enter into a storage
28 agreement as provided by this subsection or upon termination of an agree-
29 ment, unless the parties otherwise agree or the representative or person has
30 sold or removed the manufactured dwelling or floating home, the landlord
31 may sell or dispose of the property pursuant to this section without further

1 notice to the representative or person.

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

6 (a) The following persons have the same rights and responsibilities re-
7 garding the abandoned personal property as a tenant:

8 (A) An heir or devisee.

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

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

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

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

15 (B) Personally delivered or sent by first class mail to any heir, devisee,
16 personal representative or designated person, if actually known to the land-
17 lord; and

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

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

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

31 (e) If no heir, devisee or personal representative of the tenant, or no es-

1 tate administrator of the State Treasurer, contacts the landlord within the
2 time period provided by subsection (6) of this section, the landlord shall al-
3 low removal of the personal property by the designated person of the tenant,
4 if the designated person contacts the landlord within that period and com-
5 plies with the requirements of this section and provides the landlord with
6 reasonable evidence that the person is the designated person.

7 (f) A landlord who allows removal of personal property under this sub-
8 section is not liable to another person that has a claim or interest in the
9 personal property.

10 (22) If a governmental agency determines that the condition of a manu-
11 factured dwelling or floating home abandoned under this section constitutes
12 an extreme health or safety hazard under state or local law and the agency
13 determines that the hazard endangers others in the immediate vicinity and
14 requires quick removal of the property, the landlord may sell or dispose of
15 the property pursuant to this subsection. The landlord shall comply with all
16 provisions of this section, except as follows:

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

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

27 (c) The notice required by subsection (3) of this section must be as pro-
28 vided in subsection (5) of this section, except that:

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

31 (B) The notice must state that a governmental agency has determined that

1 the property constitutes an extreme health or safety hazard and must be re-
2 moved quickly; and

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

5 (d) If the tenant, a lienholder, owner, personal representative or desig-
6 nated person does not remove the property within the time allowed, the
7 landlord or a buyer at a sale by the landlord under subsection (11) of this
8 section shall promptly remove the property from the facility.

9 (e) A landlord is not required to enter into a storage agreement with a
10 lienholder, owner, personal representative or designated person pursuant to
11 subsection (19) of this section.

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

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

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

31 (B) That the landlord has hired, or will hire, a contractor to assess the

1 level of contamination of the site and to decontaminate the site;

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

4 (D) That the tenant may contact the contractor to determine whether any
5 of the tenant's personal property may be removed from the premises or may
6 be decontaminated at the tenant's expense and then removed.

7 (c) To the extent consistent with rules of the Department of Human Ser-
8 vices, the contractor may release personal property to the tenant.

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

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

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

23 (25) In the case of an abandoned motor vehicle, including a recreational
24 vehicle, the procedure authorized by ORS 98.830 for removal of abandoned
25 motor vehicles from private property may be used by a landlord as an alter-
26 native to the procedures required in this section.

27 (26)(a) A landlord may sell or dispose of a tenant's abandoned personal
28 property without complying with subsections (1) to (25) and (27) of this sec-
29 tion if, after termination of the tenancy or no more than seven days prior
30 to the termination of the tenancy, the following parties so agree in a writing
31 entered into in good faith:

1 (A) The landlord;

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

7 (C) In the case of a manufactured dwelling, floating home or
8 [*recreational*] vehicle, any owner and any lienholder.

9 (b) A landlord may not, as part of a rental agreement, require a tenant,
10 a personal representative, a designated person or any lienholder or owner to
11 waive any right provided by this section.

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

15
