

House Bill 2070

Sponsored by Representative NOSSE (Presession filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: This Act eliminates pet rent. (Flesch Readability Score: 66.4).

Prohibits residential landlords from charging a tenant additional rent or fees because of a tenant's pet.

A BILL FOR AN ACT

1
2 Relating to pets in residential tenancies; creating new provisions; and amending ORS 90.100 and
3 90.323.

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

5 **SECTION 1.** ORS 90.323 is amended to read:

6 90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent with-
7 out giving the tenant written notice at least seven days prior to the effective date of the rent in-
8 crease.

9 (2) During any tenancy other than week-to-week, the landlord may not increase the rent:

10 (a) During the first year after the tenancy begins.

11 (b) At any time after the first year of the tenancy without giving the tenant written notice at
12 least 90 days prior to the effective date of the rent increase.

13 (c) More than once in any 12-month period.

14 (d) Except as permitted under subsection (5) of this section, by a percentage greater than the
15 maximum calculated under ORS 90.324 (1).

16 (3) The notices required under this section must specify:

17 (a) The amount of the rent increase;

18 (b) The amount of the new rent;

19 (c) Facts supporting the exemption authorized by subsection (5) of this section, if the increase
20 is above the amount allowed in subsection (2)(d) of this section; and

21 (d) The date on which the increase becomes effective.

22 (4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS
23 90.427 (3) or (4) during the first year of a tenancy may not charge rent for the next tenancy in an
24 amount greater than the maximum amount the landlord could have charged the terminated tenancy
25 under this section.

26 (5) A landlord is not subject to subsection (2)(d) or (4) of this section if:

27 (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from
28 the date of the notice of the rent increase; or

29 (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local
30 government and the change in rent:

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 (A) Does not increase the tenant’s portion of the rent; or

2 (B) Is required by program eligibility requirements or by a change in the tenant’s income.

3 (6) A landlord that increases rent in violation of subsection (2)(d) or (4) of this section is liable
4 to the tenant in an amount equal to three months’ rent plus actual damages suffered by the tenant.

5 **(7) Except as provided in ORS 90.300 (5), a landlord may not increase the rent or charge**
6 **to a tenant a one-time, monthly or other periodic amount based on the tenant’s possession**
7 **of a pet.**

8 [(7)] (8) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

9 **SECTION 2. The amendments to ORS 90.323 by section 1 of this 2025 Act apply only to**
10 **those tenancies that are based on a rental agreement that was entered into or modified on**
11 **or after the effective date of this 2025 Act.**

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

13 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

26 (4) “Attorney” includes an associate member of the Oregon State Bar practicing law within the
27 member’s approved scope of practice.

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

29 (6) “Building and housing codes” includes any law, ordinance or governmental regulation con-
30 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
31 pearance of any premises or dwelling unit.

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

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

34 (9) “Conduct” means the commission of an act or the failure to act.

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

37 (11) “Dealer” means any person in the business of selling, leasing or distributing new or used
38 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling
39 or floating home for use as a residence.

40 (12) “Domestic violence” means:

41 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

42 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

43 (13) “Drug and alcohol free housing” means a dwelling unit described in ORS 90.243.

44 (14) “Dwelling unit” means a structure or the part of a structure that is used as a home, resi-
45 dence or sleeping place by one person who maintains a household or by two or more persons who

1 maintain a common household. “Dwelling unit” regarding a person who rents a space for a manu-
 2 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
 3 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
 4 not the manufactured dwelling, recreational vehicle or floating home itself.

5 (15) “Essential service” means:

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

8 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
 9 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
 10 supplied by the landlord; and

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

14 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
 15 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

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

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

21 (16) “Facility” means a manufactured dwelling park or a marina.

22 (17) “Fee” means a nonrefundable payment of money.

23 (18) “First class mail” does not include certified or registered mail, or any other form of mail
 24 that may delay or hinder actual delivery of mail to the recipient.

25 (19) “Fixed term tenancy” means a tenancy that has a fixed term of existence, continuing to a
 26 specific ending date and terminating on that date without requiring further notice to effect the ter-
 27 mination.

28 (20) “Floating home” has the meaning given that term in ORS 830.700. “Floating home” includes
 29 an accessory building or structure.

30 (21) “Good faith” means honesty in fact in the conduct of the transaction concerned.

31 (22) “Hazard tree” means a tree that:

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

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

34 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
 35 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
 36 risk of causing serious physical harm or damage to individuals or property in the near future.

37 (23) “Hotel or motel” means “hotel” as that term is defined in ORS 699.005.

38 (24) “Informal dispute resolution” includes voluntary consultation between the landlord or
 39 landlord’s agent and one or more tenants or voluntary mediation utilizing the services of a third
 40 party, but does not include mandatory mediation or arbitration.

41 (25) “Landlord” means the owner, lessor or sublessor of the dwelling unit or the building or
 42 premises of which it is a part. “Landlord” includes a person who is authorized by the owner, lessor
 43 or sublessor to manage the premises or to enter into a rental agreement.

44 (26) “Landlord’s agent” means a person who has oral or written authority, either express or
 45 implied, to act for or on behalf of a landlord.

1 (27) “Last month’s rent deposit” means a type of security deposit, however designated, the pri-
 2 mary function of which is to secure the payment of rent for the last month of the tenancy.

3 (28) “Manufactured dwelling” means a residential trailer, a mobile home or a manufactured
 4 home as those terms are defined in ORS 446.003 or a prefabricated structure. “Manufactured
 5 dwelling” includes an accessory building or structure.

6 (29) “Manufactured dwelling park” means a place where four or more manufactured dwellings
 7 are located, the primary purpose of which is to rent space or keep space for rent to any person for
 8 a charge or fee.

9 (30) “Marina” means a moorage of contiguous dwelling units that may be legally transferred as
 10 a single unit and are owned by one person where four or more floating homes are secured, the pri-
 11 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

12 (31) “Marina purchase association” means a group of three or more tenants who reside in a
 13 marina and have organized for the purpose of eventual purchase of the marina.

14 (32) “Month-to-month tenancy” means a tenancy that automatically renews and continues for
 15 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
 16 the parties, until terminated by one or both of the parties.

17 (33) “Organization” includes a corporation, government, governmental subdivision or agency,
 18 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
 19 mon interest, and any other legal or commercial entity.

20 (34) “Owner” includes a mortgagee in possession and means one or more persons, jointly or se-
 21 verally, in whom is vested:

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

23 (b) All or part of the beneficial ownership and a right to present use and enjoyment of the
 24 premises.

25 (35) “Person” includes an individual or organization.

26 (36) “Prefabricated structure” means a structure that is substantially constructed or assembled
 27 using closed construction at an off-site location in compliance with the state building code and that
 28 is sited and occupied by the owner in compliance with local codes.

29 (37) “Premises” means:

30 (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances
 31 therein;

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

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

35 (38) “Prepaid rent” means any payment of money to the landlord for a rent obligation not yet
 36 due. In addition, “prepaid rent” means rent paid for a period extending beyond a termination date.

37 (39) “Recreational vehicle” has the meaning given that term in ORS 174.101.

38 (40) “Recreational vehicle park” has the meaning given that term in ORS 197.492.

39 (41)(a) “Rent” means any payment to be made to the landlord under the rental agreement, peri-
 40 odic or otherwise, in exchange for the right of a tenant [*and any permitted pet*] to occupy a dwelling
 41 unit to the exclusion of others and to use the premises.

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

44 (42) “Rental agreement” means all agreements, written or oral, and valid rules and regulations
 45 adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and

1 occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental agreement
 2 is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

3 (43) “Roomer” means a person occupying a dwelling unit that does not include a toilet and ei-
 4 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
 5 where one or more of these facilities are used in common by occupants in the structure.

6 (44) “Screening or admission criteria” means a written statement of any factors a landlord
 7 considers in deciding whether to accept or reject an applicant and any qualifications required for
 8 acceptance. “Screening or admission criteria” includes, but is not limited to, the rental history,
 9 character references, public records, criminal records, credit reports, credit references and incomes
 10 or resources of the applicant.

11 (45) “Security deposit” means a refundable payment or deposit of money, however designated,
 12 the primary function of which is to secure the performance of a rental agreement or any part of a
 13 rental agreement. “Security deposit” does not include a fee.

14 (46) “Sexual assault” has the meaning given that term in ORS 147.450.

15 (47) “Squatter” means a person occupying a dwelling unit who is not so entitled under a rental
 16 agreement or who is not authorized by the tenant to occupy that dwelling unit. “Squatter” does
 17 not include a tenant who holds over as described in ORS 90.427 (11).

18 (48) “Stalking” means the behavior described in ORS 163.732.

19 (49) “Statement of policy” means the summary explanation of information and facility policies
 20 to be provided to prospective and existing tenants under ORS 90.510.

21 (50) “Surrender” means an agreement, express or implied, as described in ORS 90.148 between
 22 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
 23 dwelling unit.

24 (51) “Tenant”:

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

26 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
 27 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
 28 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 and occupies as a
 31 residence a manufactured dwelling or a floating home in a facility and persons residing with that
 32 tenant under the terms of the rental agreement.

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

34 (52) “Transient lodging” means a room or a suite of rooms.

35 (53) “Transient occupancy” means occupancy in transient lodging that has all of the following
 36 characteristics:

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

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

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

41 (54) “Vacation occupancy” means occupancy in a dwelling unit, not including transient occu-
 42 pancy in a hotel or motel, that:

43 (a) Has all of the following characteristics:

44 (A) The occupant rents the unit for vacation purposes only, not as a principal residence;

45 (B) The occupant has a principal residence other than at the unit; and

- 1 (C) The period of authorized occupancy does not exceed 45 days; or
- 2 (b) Is for the rental of a space in a recreational vehicle park on which a recreational vehicle
- 3 owned by the occupant will be located and for which:
 - 4 (A) The occupant rents the unit for vacation purposes only, not as a principal residence;
 - 5 (B) The occupant has a principal residence other than at the space;
 - 6 (C) The period of authorized occupancy does not exceed 90 days;
 - 7 (D) The recreational vehicle is required to be removed from the park at the end of the occu-
 - 8 pancy period before a new occupancy may begin; and
 - 9 (E) A written agreement is signed by the occupant that substantially states: "Your occupancy
 - 10 of this recreational vehicle park is a vacation occupancy and is NOT subject to the Oregon Resi-
 - 11 dential Landlord and Tenant Act (ORS chapter 90)."
 - 12 (55) "Victim" means:
 - 13 (a) The person against whom an incident related to domestic violence, sexual assault, bias crime
 - 14 or stalking is perpetrated; or
 - 15 (b) The parent or guardian of a minor household member against whom an incident related to
 - 16 domestic violence, sexual assault, bias crime or stalking is perpetrated, unless the parent or guard-
 - 17 ian is the perpetrator.
 - 18 (56) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:
 - 19 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven
 - 20 days;
 - 21 (b) There is a written rental agreement that defines the landlord's and the tenant's rights and
 - 22 responsibilities under this chapter; and
 - 23 (c) There are no fees or security deposits, although the landlord may require the payment of an
 - 24 applicant screening charge, as provided in ORS 90.295.
 - 25 _____