

Senate Bill 158

Sponsored by Senator MEEK (Pre-session 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 lets landlords charge a fee in lieu of a security deposit. (Flesch Readability Score: 63.4).

Allows a landlord and a tenant to agree to a recurring charge in lieu of a security deposit. Establishes requirements of an agreement.

A BILL FOR AN ACT

1
2 Relating to charges in lieu of security deposit; creating new provisions; and amending ORS 90.100,
3 90.140, 90.300, 90.302 and 90.392.

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

5 **SECTION 1. Section 2 of this 2025 Act is added to and made a part of ORS chapter 90.**

6 **SECTION 2. (1) A landlord may allow a tenant to pay a recurring charge in addition to
7 rent and in lieu of paying any security deposit.**

8 **(2) A charge under this section:**

9 **(a) May be used by the landlord to purchase insurance coverage from a licensed insurer
10 for a tenant's unpaid rent or property damage.**

11 **(b) May be fully or partially refundable to the tenant.**

12 **(c) May not be charged in combination with a security deposit.**

13 **(d) May be assessed and collected only by agreement of the tenant.**

14 **(3) Before assessing a charge under this section, the tenant must separately sign an
15 agreement, including an agreement in an addendum to the rental agreement, in which the
16 landlord must conspicuously disclose:**

17 **(a) The amount of the charge and the payment schedule.**

18 **(b) That the payment of the charge is optional and that the tenant may elect to pay a
19 security deposit instead of the charge.**

20 **(c) The amount of any security deposit that the tenant must pay if the tenant elects not
21 to pay the charge.**

22 **(d) Whether any portion of the charge is refundable, and under what terms the charge
23 will be refunded.**

24 **(e) That the charge does not relieve the tenant of any obligations under the rental
25 agreement, including the obligations to pay rent through the end of the tenancy and to re-
26 turn the property to the landlord undamaged except for ordinary wear and tear.**

27 **(4) A landlord must return any collected security deposit to the tenant before collecting
28 any charge under this section.**

29 **(5) A charge under this section, including a refundable charge, is not a security deposit
30 and is not subject to ORS 90.300.**

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 **(6) Nonpayment of a charge under this section is not grounds for termination of a rental**
 2 **agreement for nonpayment of rent under ORS 90.394 but is grounds for termination of a**
 3 **rental agreement for cause under ORS 90.392.**

4 **(7) As used in this section, “security deposit” does not include a last month’s rent deposit**
 5 **or other prepaid rent.**

6 **SECTION 3.** ORS 90.140 is amended to read:

7 90.140. (1) A landlord may require or accept the following types of payments:

8 (a) Applicant screening charges, pursuant to ORS 90.295;

9 (b) Deposits to secure the execution of a rental agreement, pursuant to ORS 90.297;

10 (c) Security deposits, pursuant to ORS 90.300;

11 **(d) Charges in lieu of a security deposit, pursuant to section 2 of this 2025 Act;**

12 [(d)] **(e)** Fees, pursuant to ORS 90.302;

13 [(e)] **(f)** Rent, as defined in ORS 90.100;

14 [(f)] **(g)** Prepaid rent, as defined in ORS 90.100;

15 [(g)] **(h)** Utility or service charges, pursuant to ORS 90.315 (4), 90.568 or 90.572;

16 [(h)] **(i)** Late charges or fees, pursuant to ORS 90.260; and

17 [(i)] **(j)** Damages, for noncompliance with a rental agreement or ORS 90.325, under ORS 90.401
 18 or as provided elsewhere in this chapter.

19 (2) A tenant who requests a writing that evidences the tenant’s payment is entitled to receive
 20 that writing from the landlord as a condition for making the payment. The writing may be a receipt,
 21 statement of the tenant’s account or other acknowledgment of the tenant’s payment. The writing
 22 must include the amount paid, the date of payment and information identifying the landlord or the
 23 rental property. If the tenant makes the payment by mail, deposit or a method other than in person
 24 and requests the writing, the landlord shall within a reasonable time provide the tenant with the
 25 writing in a manner consistent with ORS 90.150.

26 **SECTION 4.** ORS 90.300 is amended to read:

27 90.300. (1) As used in this section, “security deposit” includes any last month’s rent deposit.

28 (2)(a) Except as otherwise provided in this section **and section 2 of this 2025 Act**, a landlord
 29 may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt
 30 for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent
 31 for the tenant who is a party to the rental agreement. A tenant’s claim to the security deposit or
 32 prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

33 (b) Except as provided in ORS 86.782 (10), the holder of the landlord’s interest in the premises
 34 at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid
 35 rent and is bound by this section.

36 (3) A written rental agreement, if any, must list a security deposit paid by a tenant or required
 37 by a landlord.

38 (4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or
 39 companion animal that a tenant with a disability requires as a reasonable accommodation under fair
 40 housing laws.

41 (5)(a) Except as otherwise provided in this subsection, a landlord may not change the rental
 42 agreement to require the tenant to pay a new or increased security deposit during the first year
 43 after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an
 44 additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental
 45 agreement to permit a pet or for other cause and the additional deposit relates to the modification.

1 This paragraph does not prevent a landlord from collecting a security deposit that an initial rental
 2 agreement provided for but that remained unpaid at the time the tenancy began.

3 (b) If a landlord requires a new or increased security deposit after the first year of the tenancy,
 4 the landlord shall allow the tenant at least three months to pay the new or increased deposit.

5 (6) The landlord may claim all or part of the security deposit only if the landlord required the
 6 security deposit for any or all of the purposes specified in subsection (7) of this section.

7 (7)(a) The landlord may claim from the security deposit only the amount reasonably necessary:

8 (A) To remedy the tenant's defaults in the performance of the rental agreement including, but
 9 not limited to, unpaid rent; and

10 (B) To repair damages to the premises caused by the tenant, not including ordinary wear and
 11 tear.

12 (b) A landlord is not required to repair damage caused by the tenant in order for the landlord
 13 to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses
 14 under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The land-
 15 lord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair
 16 work.

17 (c) Defaults and damages for which a landlord may recover under this subsection include, but
 18 are not limited to:

19 (A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

20 (i) The cleaning is performed by use of a machine specifically designed for cleaning or
 21 shampooing carpets;

22 (ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant
 23 use of the carpet and before the tenant took possession; and

24 (iii) The written rental agreement provides that the landlord may deduct the cost of carpet
 25 cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession
 26 as described in ORS 90.147.

27 (B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for
 28 which the tenant is responsible under this subsection if the cleaning or repairs are performed in a
 29 timely manner.

30 (8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent
 31 to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in
 32 a month-to-month tenancy.

33 (9) The landlord must apply any last month's rent deposit to the rent due for the last month of
 34 the tenancy:

35 (a) When either the landlord or the tenant gives to the other a notice of termination, pursuant
 36 to this chapter, other than a notice of termination under ORS 90.394;

37 (b) When the landlord and tenant agree to terminate the tenancy; or

38 (c) When the tenancy terminates in accordance with the provisions of a written rental agree-
 39 ment for a term tenancy.

40 (10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section
 41 any portion of a last month's rent deposit the landlord does not apply as provided under subsection
 42 (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the
 43 landlord to apply a last month's rent deposit to rent due for any period other than the last month
 44 of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a
 45 written rental agreement provides otherwise.

1 (11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the
2 same manner this section requires for security deposits, the unused balance of any prepaid rent the
3 landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other
4 provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount
5 reasonably necessary to pay the tenant's unpaid rent.

6 (12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after
7 the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a
8 written accounting that states specifically the basis or bases of the claim. The landlord shall give
9 a separate accounting for security deposits and for prepaid rent.

10 (13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion
11 of the security deposit or prepaid rent that the landlord does not claim in the manner provided by
12 subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the
13 tenant delivers possession to the landlord. If agreed to by both parties in an addendum executed
14 after the tenancy begins and the tenant has occupied the premises, the landlord may return any
15 amount due under this subsection electronically to a bank account or other financial institution
16 designated by the tenant.

17 (14) The landlord shall give the written accounting required under subsection (12) of this section
18 or shall return the security deposit or prepaid rent as required by subsection (13) of this section by
19 personal delivery or by first class mail or, if allowed under ORS 90.155 (1)(d), by electronic mail.

20 (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured
21 dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the
22 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-
23 scribed in subsections (12) and (13) of this section commences on the earliest of:

24 (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);

25 (b) Removal of the manufactured dwelling or floating home from the rented space;

26 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
27 90.425 (10)(b) or 90.675 (10)(b); or

28 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675
29 (10)(a).

30 (16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad
31 faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant
32 under this chapter or the rental agreement, the tenant may recover the money due in an amount
33 equal to twice the amount:

34 (a) Withheld without a written accounting under subsection (12) of this section; or

35 (b) Withheld in bad faith.

36 (17)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable
37 property, as provided in ORS 18.618.

38 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS
39 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall
40 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is
41 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the
42 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-
43 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the
44 tenant after the garnishment, the landlord is not required to refund or account for the security de-
45 posit or prepaid rent under subsection (11) of this section.

1 (18) This section does not preclude the landlord or tenant from recovering other damages under
2 this chapter.

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

4 90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated
5 landlord expense and may not require the payment of any fee except as provided in this section.
6 A fee must be described in a written rental agreement.

7 (2) A landlord may charge a tenant a fee for each occurrence of the following:

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

9 (b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee may not exceed the
10 amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord for pro-
11 cessing the dishonored check.

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

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

18 (e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without
19 cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess
20 a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2),
21 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

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

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

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

28 (3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance
29 or for a subsequent noncompliance with written rules or policies that describe the prohibited con-
30 duct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that
31 occurs within one year after a written warning notice described in subparagraph (A) of this para-
32 graph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50
33 for the second noncompliance within one year after the warning notice for the same or a similar
34 noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third
35 or subsequent noncompliance within one year after the warning notice for the same or a similar
36 noncompliance. The landlord:

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

38 (i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for
39 the same or similar conduct; and

40 (ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance,
41 that occurs within one year after the warning notice.

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

44 (C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent
45 noncompliance within 30 days after the act constituting noncompliance.

1 (D) May terminate a tenancy for a noncompliance consistent with this chapter instead of as-
2 ssuming a fee under this subsection, but may not assess a fee and terminate a tenancy for the same
3 noncompliance.

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

6 (b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules
7 or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

8 (A) The late payment of a utility or service charge that the tenant owes the landlord [*as de-*
9 *scribed in*] **under ORS 90.315 or a charge in lieu of a security deposit under section 2 of this**
10 **2025 Act.**

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

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

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

16 (E) Parking violations.

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

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

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

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

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

28 (6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment
29 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS
30 90.392 or 90.630 (1).

31 (7) This section does not apply to:

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

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

34 (c) Charges for improvements or other actions that are requested by the tenant and are not re-
35 quired of the landlord by the rental agreement or by law, including the cost to replace a key lost
36 by a tenant;

37 (d) Processing fees charged to the landlord by a credit card company and passed through to the
38 tenant for the use of a credit card by the tenant to make a payment when:

39 (A) The credit card company allows processing fees to be passed through to the credit card
40 holder; and

41 (B) The landlord allows the tenant to pay in cash or by check;

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

44 (f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit that is within a
45 homeowners association organized under ORS 94.625 or an association of unit owners organized

1 under ORS 100.405, respectively, if:

2 (A) The assessments are imposed by the association on a landlord who owns a dwelling unit
3 within the association and the landlord passes the assessments through to a tenant of the unit;

4 (B) The assessments are imposed by the association on any person for expenses related to
5 moving into or out of a unit located within the association;

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

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

10 (8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice
11 the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees
12 described in subsection (2) of this section.

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

17 **SECTION 6.** ORS 90.392 is amended to read:

18 90.392. (1) Except as provided in this chapter, after delivery of written notice a landlord may
19 terminate the rental agreement for cause and take possession as provided in ORS 105.100 to 105.168,
20 unless the tenant cures the violation as provided in this section.

21 (2) Causes for termination under this section are:

22 (a) Material violation by the tenant of the rental agreement. For purposes of this paragraph,
23 material violation of the rental agreement includes, but is not limited to, the nonpayment of a late
24 charge under ORS 90.260, [or] a utility or service charge under ORS 90.315 **or a charge in lieu of**
25 **a security deposit under section 2 of this 2025 Act.**

26 (b) Material violation by the tenant of ORS 90.325.

27 (c) Failure by the tenant to pay rent.

28 (3) The notice must:

29 (a) Specify the acts and omissions constituting the violation;

30 (b) Except as provided in subsection (5)(a) of this section, state that the rental agreement will
31 terminate upon a designated date not less than 30 days after delivery of the notice; and

32 (c) If the tenant can cure the violation as provided in subsection (4) of this section, state that
33 the violation can be cured, describe at least one possible remedy to cure the violation and designate
34 the date by which the tenant must cure the violation.

35 (4)(a) If the violation described in the notice can be cured by the tenant by a change in conduct,
36 repairs, payment of money or otherwise, the rental agreement does not terminate if the tenant cures
37 the violation by the designated date. The designated date must be:

38 (A) At least 14 days after delivery of the notice; or

39 (B) If the violation is conduct that was a separate and distinct act or omission and is not on-
40 going, no earlier than the date of delivery of the notice as provided in ORS 90.155. For purposes of
41 this paragraph, conduct is ongoing if the conduct is constant or persistent or has been sufficiently
42 repetitive over time that a reasonable person would consider the conduct to be ongoing.

43 (b) If the tenant does not cure the violation, the rental agreement terminates as provided in the
44 notice.

45 (5)(a) If the cause of a written notice delivered under subsection (1) of this section is substan-

1 tially the same act or omission that constituted a prior violation for which notice was given under
 2 this section within the previous six months, the designated termination date stated in the notice
 3 must be not less than 10 days after delivery of the notice and no earlier than the designated ter-
 4 mination date stated in the previously given notice. The tenant does not have a right to cure this
 5 subsequent violation.

6 (b) A landlord may not terminate a rental agreement under this subsection if the only violation
 7 is a failure to pay the current month's rent.

8 (6) When a tenancy is a week-to-week tenancy, the notice period in:

9 (a) Subsection (3)(b) of this section changes from 30 days to seven days;

10 (b) Subsection (4)(a)(A) of this section changes from 14 days to four days; and

11 (c) Subsection (5)(a) of this section changes from 10 days to four days.

12 (7) The termination of a tenancy for a manufactured dwelling or floating home space in a facility
 13 under ORS 90.505 to 90.850 is governed by ORS 90.630 and not by this section.

14 **SECTION 7.** ORS 90.100 is amended to read:

15 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

22 (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding
 23 in which rights are determined, including an action for possession.

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

28 (4) "Attorney" includes an associate member of the Oregon State Bar practicing law within the
 29 member's approved scope of practice.

30 (5) "Bias crime" has the meaning given that term in ORS 147.380.

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

34 (7) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

35 (8) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

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

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

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

42 (12) "Domestic violence" means:

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

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

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

1 (14) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
2 dence or sleeping place by one person who maintains a household or by two or more persons who
3 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
4 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
5 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
6 not the manufactured dwelling, recreational vehicle or floating home itself.

7 (15) "Essential service" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40 (24) "Informal dispute resolution" includes voluntary consultation between the landlord or
41 landlord's agent and one or more tenants or voluntary mediation utilizing the services of a third
42 party, but does not include mandatory mediation or arbitration.

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

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

3 (27) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
4 mary function of which is to secure the payment of rent for the last month of the tenancy.

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

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

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

14 (31) "Marina purchase association" means a group of three or more tenants who reside in a
15 marina and have organized for the purpose of eventual purchase of the marina.

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

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

22 (34) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
23 verally, in whom is vested:

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

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

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

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

31 (37) "Premises" means:

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

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

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

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

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

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

41 (41)(a) "Rent" means any payment to be made to the landlord under the rental agreement, peri-
42 odic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling
43 unit to the exclusion of others and to use the premises.

44 (b) "Rent" does not include security deposits, fees or utility or service charges as described in
45 ORS 90.315 (4) and 90.562 **or a charge in lieu of a security deposit under section 2 of this 2025**

1 **Act.**

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

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

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

14 (45) "Security deposit" means a refundable payment or deposit of money, however designated,
15 the primary function of which is to secure the performance of a rental agreement or any part of a
16 rental agreement. "Security deposit" does not include a fee.

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

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

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

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

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

27 (51) "Tenant":

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

29 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
30 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
31 housing authority.

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

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

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

37 (52) "Transient lodging" means a room or a suite of rooms.

38 (53) "Transient occupancy" means occupancy in transient lodging that has all of the following
39 characteristics:

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

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

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

44 (54) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occu-
45 pancy in a hotel or motel, that:

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

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